Randolph, Massachusetts

# South Main Street & Centre Street

# Intersection Improvements

BID AND CONTRACT DOCUMENTS

March 2026

Professional Registration

BETA
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Norwood, Massachusetts 02062
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SECTION 00100

# NOTICE TO BIDDERS
# TOWN OF RANDOLPH, MASSACHUSETTS
# SOUTH MAIN STREET & CENTRE STREET INTERSECTION IMPROVEMENTS

The Town of Randolph, Massachusetts, acting through its Department of Public Works**,** invites sealed bids for "Town of Randolph, South Main Street & Centre Street Intersection Improvements, in accordance with the Contract Documents prepared by BETA GROUP, INC., Consulting Engineers, 315 Norwood Park South, Norwood, Massachusetts, 02062.

Bids will be received at the office of Town of Randolph
Department of Public Works
41 South Main Street
Randolph, MA 02368

until 1:00 PM **local time on April 2, 2026**, at which time and place, said Bids will be publicly opened and read aloud.

The location, general characteristics, and principal details of the Work are indicated in a set of drawings, entitled "Town of Randolph, MA, South Main Street & Centre Street Intersection Improvements".

To bid on this project, Contractors must be prequalified in accordance with 720 CMR 5.00. MassDOT prequalification of contractors with the class of work as, "**Highway-Construction"**, for the project with an estimated value of $498,470.

The work in this Contract includes, but is not limited to, the construction of a new traffic signal and associated conduit, handholes, pullboxes, curbing, curb ramps, curb extensions, sidewalk, pavement striping and signage, temporary traffic controls and signing for construction operations and other various items to complete the improvements.

Bids shall be on a Unit Price basis.

Bid Security: Certified, treasurer's or cashier's check or bid bond in the sum of five (5) percent of the Total Bid is required.

All roadway and sidewalk work shall be completed before August 30, 2026. No excavation shall be permitted in existing roadway after August 30, 2026. Project completion date is October 30, 2026, for the remaining work.

Plans, specifications and bid forms may be obtained at **https://www.accentblueprints.com/jobs/public** starting: **March 18, 2026** at **10:00 AM**

Direct all inquiries to Glenn Stevens, P.E., Project Manager, BETA Group, Inc., gstevens@beta-inc.com

All Bids for this project are subject to applicable bidding laws of Massachusetts, including General Laws Chapter 30, Section 39M as amended.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under this Contract as determined by the Department of

Labor and Industries under provisions of the Massachusetts General Laws Chapter 149, Section 26-27, inclusive, as amended.

No Bidder may withdraw his bid within Ninety (90) days after the actual date of the opening thereof.

The successful Bidder must furnish 100 percent Performance and Labor and Materials Bonds.

The Owner and Engineer, being considered the sole and only judge, reserves the right to waive any informality in, or to reject, any or all bids, should the Owner deem it to be in the owner's best interest to do so.

Town of Randolph, Massachusetts
Department of Public Works

SECTION 00200

INFORMATION FOR BIDDERS


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1.02 Location and Work to be Done
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## 1.01 RECEIPT AND OPENING OF BIDS

A. The Town of Randolph, Massachusetts , herein called the Owner, acting through its Department of Public Works invites sealed bids for "Town of Randolph, MA, South Main Street & Centre Street Intersection Improvements", in accordance with the Contract Documents prepared by BETA Group, Inc., Consulting Engineers, 315 Norwood Park South, Norwood, Massachusetts, 02062.

B. Such Bids, submitted in sealed envelopes plainly marked in the upper left hand corner with the Bidder’s name and address, plainly marked in the lower left hand corner with the date and time of opening, addressed to:

Town of Randolph
Department of Public Works

Attention**:** Neil McCole, Superintendent of Public Works

Endorsed: "South Main Street & Centre Street Intersection Improvements".

Delivered by: **1:00 PM local time on April 2, 2026,**

at which time and place, said Bids will be publicly opened and read aloud.

C. The Owner may consider informal, any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all Bids. Conditional or qualified Bids will not be accepted. Any Bid received after the time and date specified shall not be considered. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

1.02 LOCATION AND WORK TO BE DONE

A. The location, general characteristics, and principal details of the Work are indicated in a set of drawings, entitled "Town of Randolph, Massachusetts, South Main Street & Centre Street Intersection Improvements.

B. Details and Schedules bound in the Appendices, and the Drawings listed above are the Contract Drawings, sometimes referred to herein as the "Drawings".

C. Additional drawings showing details in accordance with which the Work is to be done will be furnished from time to time by the Engineer, if found necessary, and shall then become part of the Drawings.

D. The Contractor shall furnish all labor, services, materials, equipment, plant machinery, apparatus, appliances, tools, supplies and all other things necessary to perform all work required for the completion of each item of the Work and as herein specified.

E. The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described, but shall include all incidental work necessary or customarily done for the completion of that item.

1.03 CONTRACT DOCUMENTS

A. Plans, specifications and bid forms may be obtained at https://www.accentblueprints.com/jobs/public starting **March 18, 2026, at 10:00 AM**.

1.04 PAYMENT FOR DRAWINGS AND DOCUMENTS

A. See section 103. Hard copy of documents will not be mailed to bidders. Plans, specifications and bid forms may be obtained at https://www.accentblueprints.com/jobs/public starting **March 18, 2026 at 10:00 AM**.

1.05 QUESTIONS REGARDING DRAWINGS AND DOCUMENTS

A. In general, no answer will be given to prospective bidders in reply to an oral question of the intent or meaning of the Drawings or other Contract Documents, or the equality or use of products or methods other than those designated or described on the Drawings or in the Specifications. Any information given to bidders other than by means of the Drawings and other Contract Documents, including Addenda, as described below, is given informally, for information and the convenience of the bidder only and is not guaranteed. The bidder agrees that such information shall not be used as the basis of nor shall the giving of any such information entitle the bidder to assert any claim or demand against the Owner or the Engineer on account thereof.

B. To receive consideration, such questions shall be submitted in writing via email to the Project Manager at BETA Group, Inc., 315 Norwood Park South, Norwood, Massachusetts, 02062, email address gstevens@beta-inc.com before end of business day on March 24, 2026. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Engineer to determine the equality or suitability of the product or method. In general, the Engineer will neither approve nor disapprove particular products prior to the opening of Bids; such products will be considered when offered by the Contractor for incorporation into the Work.

C. The Engineer will set forth as Addenda, which shall become a part of the Contract Documents, such questions received as above provided as in his sole judgment are appropriate or necessary and his decision regarding each. At least two (2) days prior to the receipt of Bids, he will send a copy of these Addenda to those prospective bidders known to have taken out sets of the Drawings and other Contract Documents.

D. The Contractor agrees to use the products and methods designated or described in the Specifications as amended by the Addenda.

1.06 PRE-BID CONFERENCE

A. No pre-bid conference is scheduled for this project.

1.07 BIDDERS TO INVESTIGATE

A. Bidders are required to submit their Bids upon the following express conditions, which shall apply to and be deemed a part of every Bid received.

B. Bidders must satisfy themselves by personal examination of the Work and by such other means as they may wish, as to the actual conditions there existing, the character and requirements of the Work and difficulties attendant upon its execution, and the accuracy of all estimated quantities stated in the Bid.

1.08 INFORMATION NOT GUARANTEED

A. All information given on the Drawings or in the other Contract Drawings relating to subsurface and other conditions, natural phenomena, existing pipes and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

B. It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated on the Drawings or in the other Contract Documents.

C. It is agreed further and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes of other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

1.09 CONDITIONS OF WORK

A. Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work is now or will be performed; failure to do so will not relieve the successful bidder of his obligation to furnish all materials and all labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in his bid. Insofar as possible, the Contractor, in the carrying out of his work, shall employ such methods or means as will not cause any interruption of or interference with: the operation of the existing sewer; traffic; use of existing facilities and utilities; locations of existing utilities and structures affecting the work or other similar conditions at the site; character of equipment and facilities needed preliminary to and during prosecution of the work; requirements of owners and controlling authorities, having jurisdiction over the various lands, existing structures, facilities, and utilities; and all other conditions affecting the work to be done, and the labor and materials needed; and he shall make his bid in sole reliance thereon; and shall not, at any time after submission of a bid, assert that there was any misunderstanding in regard to the nature or amount of the work to be done.

1.10 BLANK FORM FOR BID

A. Each bid must be submitted on the prescribed form, accompanied by the Bid Security and any other requested information. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and numerical figures, and be signed by the bidder with his business address. Where both written words and numerical figures are given, the written words shall apply in the event of conflict. All bids shall be prepared in conformity with, and based upon and submitted subject to, all requirements of the Specifications and Drawings, together with all addenda thereto.

1.11 WITHDRAWAL OF BIDS

A. Except as hereinafter in this subsection otherwise expressly provided, once his Bid is submitted and received by the Owner for consideration and comparison with other bids similarly submitted, the bidder agrees that he may not and will not withdraw it within Ninety (90) consecutive calendar days after the actual date of the opening of Bids.

B. Upon proper written request and identification, Bids may be withdrawn only as follows:

1. At any time prior to the designated time for the opening of Bids.
2. Provided the Bid has not theretofore been accepted by the Owner, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his Bid.

C. Unless a Bid is withdrawn as provided above, the bidder agrees that it shall be deemed open for acceptance until the AGREEMENT has been executed by both parties thereto or until the Owner notifies a bidder in writing that his Bid is rejected or that the Owner does not intend to accept it, or returns his Bid deposit. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

1.12 BID SECURITY

A. Each bid must be accompanied by a certified check, treasurer's check or cashier's check issued by, a responsible bank or trust company and payable to the order of the Owner, or by a bid bond prepared on the form of BID BOND attached hereto duly executed and acknowledged by the bidder, as Principal, and by a surety company qualified to do business in the State of Massachusetts and satisfactory to the Owner, as Surety. The check or bid bond shall be in the sum of five (5) percent of the total bid and shall be enclosed in the sealed envelope containing the Bid.

B. Each such check or bid bond may be held by the Owner as security for the fulfillment of the bidder's agreements as hereinabove set forth and as set forth in the BID. Should the bidder fail to fulfill such agreements, his bid check shall become the property of the Owner or if a bid bond was furnished, the bid bond shall become payable to the Owner, as liquidated damages; otherwise, the bid check shall be returned to the bidder as hereinafter provided, or if the security is a bid bond, the bid bond shall become null and void.

C. Bid checks will be returned to all except the three lowest bidders within five days, Sundays and legal holidays excluded, after the opening of Bids, and to the three lowest bidders within five days, Sunday and legal holidays excluded, after the Owner and the accepted bidder have executed the AGREEMENT. In the event that the AGREEMENT has not been executed by both the accepted bidder and the Owner within 30 consecutive calendar days after the opening of Bids, the bid check will be returned promptly upon demand of any bidder who has not been notified of the acceptance of his Bid.

D. None of the three lowest Bids shall be deemed rejected, notwithstanding acceptance of any Bid, until the AGREEMENT has been executed by both the Owner and the accepted bidder.

1.13 INTERESTED PARTIES TO CONTRACT

A. The undersigned declares; that the only person interested this Bid as principals are named herein as such; that no official of the Owner and no person acting for or employed by the Owner is interested directly or indirectly in this Bid, or in any contract which may be made under it, or in any expected profits to arise therefrom; that this Bid is made in good faith, without fraud, collusion or connection with any other person bidding or refraining from bidding for the same work; that he has examined carefully the said instructions and all other documents bound herewith and the Contract Drawings relating to the Contract covered by this Bid and hereby makes them part of this Bid; that he has informed himself fully in regard to all conditions pertaining to the work and place where it is to be done; and that he has made his own examination and carefully checked his estimates for cost and from them makes this Bid.

1.14 ABILITY AND EXPERIENCE OF BIDDER

A. No award will be made to any bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully within the time named. The Engineer and the Owner may make such investigation as they deem necessary to determine the ability of the bidder to perform the work; and the bidder shall furnish to the Engineer and the Owner all such information and data for this purpose as the Engineer and the Owner may request.

B. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein within the time stated. The Owner's decision or judgment on these matters shall be final, conclusive, and binding for all parties involved.

1.15 BIDS

A. The Owner reserves the right to waive any informalities in, or to reject any or all Bids which in its sole judgment are either incomplete, conditional, obscure, or not responsive or which contain additions not called for, erasures not properly initialed, alternative, or similar irregularities, or the Owner may waive such omissions, conditions, or irregularities as he may feel appropriate.

B. Conditional bids will not be accepted. Bidder(s) will be disqualified if more than one proposal is received from an individual, firm, partnership, corporation or association, under the same or different names and such proposals will not be considered.

C. The Owner reserves the right to reject any or all Bids, should the Owner deem it to be in the public interest to do so.

1.16 COMPARISON OF BIDS

A. Bids will be compared on the basis of the experience and competence of the bidders and on the basis of the totals of the quantities listed in the proposal under the enumerated items at the unit prices or lump sums bid for these items. The Contract will be awarded to the lowest responsive, responsible and eligible bidder as determined by the Owner and/or its authorized

representatives or agents. However, the Owner may reject any and all bids if it is in the public interest to do so.

B. The term, "Lowest responsive, responsible and eligible bidder," shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the Work; who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

C. Bids should be made on each separate item of work shown in the bid (proposal) with reasonable relation to the probable cost of doing the work included in such items. The Owner reserves the right to reject, wholly, any bid on which an item or items thereof are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interests of the Owner. The attention of the bidder is called to the fact that unbalancing of bids may adversely affect the Contractor if certain portions for the Work are increased or decreased as provided in the Contract Documents.

D. A bidder shall state the proposed price for the work by which the bids will be compared. This price is to cover all the expenses incidental to the completion of the work in full conformity with the Contract, Specifications, and Drawings. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the lump-sum or unit prices written in words and numerical figures, the prices written in words shall govern. No bid will be accepted which does not contain a unit price or lump sum as indicated for each of the applicable items enumerated in the proposal form.

## 1.17 ITEMS AND INDETERMINATE ITEMS

A. The Work to be done under this Contract has been divided into parts or items to enable each bidder to bid on different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though such quantity is greater or less than the estimated quantity stated in the BID.

B. The quantities listed in the bid (proposal) are approximate. The Owner does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith, but does call particular attention to the uncertainty in the quantities of the work involved which cannot be predicted in advance. The work under certain items may be materially greater or less than those given in the Bid as may be necessary in the judgment of the Owner complete the work contemplated in the Contract. Attention is particularly called to the fact that the quantity of work to be done under some bid items may be largely dependent on subsurface ground conditions encountered and, therefore, the quantities of work to be done under the various items may vary substantially from the estimated quantities or may even be omitted.

C. Certain items in the BID cover classes of work of doubtful necessity or work for which it is impractical to estimate approximate quantities. Such items have been marked “Indeterminate”. Prices for certain of such items have been stipulated in advance by the Owner as stated in the BID.

D. Only such quantities of the respective items of work actually performed and accepted will be paid for. An increase or decrease in quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

1.18 REDUCTION IN SCOPE OF WORK

A. The Owner reserves the right to decrease the scope of the work to be done under this Contract and to omit any work in order to bring the cost within available funds. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any as set forth in the BID, either prior to executing the Contract or at any time during the progress of the Work. The Owner further reserves the right, at any time during the progress of the Work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

1.19 CONTRACT BONDS

A. The Bidder whose Bid is accepted agrees to furnish the Contract Bonds in the forms which follow in Section 00600, titled CONTRACT BONDS, each in the sum of the full amount of the Bid and/or Contract Price as determined by the Engineer, and duly executed and acknowledged by the said bidder as Principal and by a surety company qualified to do business under the laws of Massachusetts and satisfactory to the Owner, as Surety, for the faithful performance of the contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

B. Surety Companies executing the Contract Bonds must also appear on the U.S. Treasury Department's most current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts.

1.20 POWER OF ATTORNEY

A. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their power of attorney.

1.21 EXECUTION OF AGREEMENT

A. The Bidder whose Bid is accepted will be required and agrees to duly execute the AGREEMENT and furnish the required CONTRACT BONDS within the time limit stated in the BID after notification that the AGREEMENT is ready for signature.

B. The Bidder whose Bid is accepted upon his failure or refusal to duly execute the AGREEMENT and furnish the required CONTRACT BONDS within the time limit stated in the BID, shall forfeit to the Owner as liquidated damages for such failure or refusal, the surety deposited with his BID.

1.22 INSURANCE CERTIFICATES

A. The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurances called for under that subsection of the AGREEMENT,

titled "Insurance." The Contractor shall submit said certificates using the forms supplied by the Engineer under said subsection.

1.23 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The bidder must agree to commence work on or before the date specified in the written "NOTICE TO PROCEED" issued by the Owner, and/or Engineer acting on behalf of the Owner, and to fully complete the project within the time specified in Table A of the Agreement, after the date specified in the written "NOTICE TO PROCEED" as stipulated in Table A of the AGREEMENT. The bidder must further agree to pay as liquidated damages to the Owner, the sum as specified in Table A of the Agreement for each consecutive calendar day thereafter as hereafter provided in the AGREEMENT.

1.24 LAWS AND REGULATIONS

A. The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and rules and regulations or authorities having jurisdiction over construction of the project, shall apply to the Contract throughout, and shall be deemed to be included in the Contract the same as though herein written out in full.

1.25 WORK ON STATE, MUNICIPAL, AND PRIVATE PROPERTY

A. Particular attention is hereby directed to the fact that portions of the Work included under this Contract will be done within the limits of properties that are State-owned, municipal-owned, or privately owned. The Contractor shall be responsible for coordinating the prosecution of the Work of this Contract with the property owner and for providing work in accordance with any additional requirements as specified herein.

1.26 DATUM OR LEVELS

A. The figures given in the Contract and Specifications or upon the Drawings after the word elevation shall mean the distance in feet above mean sea level, the base of the State of Massachusetts and the United States Geodetic Survey (U.S.G.S.).

1.27 STATE SALES AND USE TAX

A. Materials and equipment purchased for installation under this Contract are exempt from Massachusetts Sales Tax. The Contractor shall file for exemption on behalf of the Owner with the State of Massachusetts Department of Taxation as required by law. The exemption from the Sales Tax shall be taken into account by the Contractor during bidding.

1.28 MANUFACTURER'S EXPERIENCE

A. Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period may be considered by the Owner and/or Engineer if the equipment supplier or manufacturer is willing to provide a sufficient bond or cash deposit as determined by the Owner and/or Engineer for the duration of the specified time period which will guarantee full replacement of that equipment in the event of failure at no additional cost to the Owner.

## 1.29 PROTECTION OF LIVES AND HEALTH

A. The project is subject to all of the Safety and Health Regulations as promulgated by the United States Department of Labor (Title 29, Part 1926/1910 CFR, and all revisions and amendments to date); the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) as supplemented by the Department of Labor Regulations (Title 29 CFR Part 5); and OSHA 2207, and all revisions and amendments to date. Contractors are urged to make themselves familiar with the requirements of these regulations.

## 1.30 NONDISCRIMINATION IN EMPLOYMENT

A. Contracts for work under this bid (proposal) will obligate the Contractors and subcontractors not to discriminate in employment practices.

B. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading; demotions, or transfers; recruitment or recruitment advertising, layoffs, or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and education activities. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notice to be provided setting forth the provisions of this non-discrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf on the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. The Contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this Contract so that such provisions will be binding upon each sub-contractor and upon sub-contracts for standard commercial supplies or raw materials.

C. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Owner may require as consistent with Federal and State law. The Contractor agrees to comply with such rules, regulations, or guidelines as the State of Massachusetts may implement these requirements. The Contractor further warrants that he will comply with the President's Executive Order No. 11246 or any preceding similar Executive Order relating thereto.

D. Bidders and Contractors must, if required, submit a compliance report (EPA Form 5720-4) concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.

E. Successful bidders and Contractors must, if required, submit a list of all Subcontractors who will perform work on the project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the work, together with any information to the effect that such labor pools' practices or policies are in conformity with said Executive Order that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

F. The successful bidder will be required to comply with Equal Opportunity Requirements and to abide by the prevailing wage rates for Public Work Projects for all employees on the job. It is the responsibility of Bidders to inform themselves as to the local labor conditions, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of wage rates. Information is available at the Office of Labor and Workforce Development.

1.31 SEQUENCE OF OPERATIONS

A. The Contractor must submit to the Engineer within fourteen (14) calendar days after execution of the Contractor Documents, a sequence of operations, giving detailed plans and schedules of his operation including any elements for by-pass pumping and/or flow diversion during the Work. Said sequence of operations shall be reviewed and must be approved by the Owner and Engineer prior to the start of the Work. The Owner reserves the right to limit or, if found necessary and/or required, delay construction, or certain activities thereof, in certain areas of the Contract should the Owner deem it to be in the public's best interest to do so.

B. The Contractor shall have no claim for additional compensation or damage on account of any such delays and/or required sequence of operations.

C. The Contractor shall maintain uninterrupted utility services at all times, and plan his work accordingly.

D. The Contractor shall coordinate his activities with any other contract and/or contractor to complete the Work as detailed on the Plans and Specifications.

1.32 WETLANDS AND WATERWAYS (NOT APPLICABLE)

A. The Contractor's attention is directed to the fact that a portion of the work is located within and/or immediately adjacent to wetlands and waterways. Work within these areas is subject to the jurisdiction of the Massachusetts Department of Environmental Protection. All requirements and/or control measures deemed necessary by the Department shall be strictly adhered to throughout the duration of this Contract.

B. The Contractor shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of requirements set forth by the Department of Environmental Protection regarding the wetlands and waterways encountered during construction.

1.33 BORINGS - SUBSURFACE DATA (NOT APPLICABLE)

A. Subsurface soil and rock information and investigations have been obtained, for use by the Owner, for the Project. The subsurface soil and rock data shown, including the results of borings indicated in the Boring Logs included in the Appendices, are for general information of bidders and the Contractor. The attention of Bidders and Contractors is directed to the fact that, by reason of methods commonly used for obtaining and expressing such boring data, this information and data may be limited and subject to error or misunderstanding. The terms used to describe soils, rock, groundwater, and such other conditions, are subject to local usage, and to the interpretation of the person obtaining and making the records. The borings have been made with reasonable care, substantially at the locations indicated and to the

depths shown. Groundwater levels shown in the Specifications under Boring Logs are those reported by the driller to the existing grade at the particular boring location at the time subsurface investigations were made, and do not necessarily represent permanent groundwater levels which may affect his work. Each Bidder is expected to examine the site and the compiled record of investigations and information and then, based upon his own inspections and interpretations, and such other investigations as he may desire, decide for himself the character of material to be encountered and excavated, the suitability of the materials to be used for backfilling and such other purposes, groundwater conditions, difficulties, or obstacles likely to be encountered, and other conditions, affecting the Work. No warranty, either expressed or implied by the Owner, the Engineer, or their agents, is made to the accuracy of the subsurface information and the data shown on the Drawings; nor for any consequences, delays, expense or losses which may occur or have occurred in the event that such indications shall be found to be incomplete, incorrect or misleading; nor shall such variations or inaccuracies in the indications of subsurface information and data constitute grounds for revisions in Contract price or the time for completion.

## 1.34 MATERIAL PRICE ADJUSTMENT

A. This contract is subject to the requirements of Massachusetts General Law c30 s38A, Price adjustment clause in contracts for road, bridge, water and sewer projects awarded under Sec. 39M. See Division 2, Special Provisions, for Material Price Adjustments.

## 1.35 MASSACHUSETTS WAGE RATES

A. Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. See the APPENDIX for Prevailing Wage Rates.

END OF SECTION

SECTION 00300

BID

To the Town of Randolph, Massachusetts, herein called the "Owner", for
"South Main Street & Centre Street Intersection Improvements".

The Undersigned, as a bidder herein referred to as singular and masculine, declares as follows:

(1) The only parties interested in this BID as Principals are named herein;

(2) this BID is made without collusion with any other person, firm, or corporation;

(3) no officer, agent, or employee of the Owner is directly or indirectly interested in this BID;

(4) he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and he has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;

(5) he understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and he agrees that he shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this BID;

(6) and he understands that the quantities of work tabulated in this BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer; and he agrees that, if this BID is accepted he will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the Engineer, this BID form being part of said Contract Documents, and that he will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will take in full compensation therefore the total dollar amount tabulated from the actual measured quantities of said work and each unit or lump sum price stated in this BID as hereinafter set forth.

(7) It is required that all bidders submitting proposals for this project be MassDOT prequalified in the designated category of work.

The BID form below must be filled out completely and signed. Incomplete or missing forms shall be rejected by the Owner.

All prices, except at the extended totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the written word shall govern. In the event of a discrepancy between mathematical totals and the totals stated, the mathematical totals shall govern. All prices shall be typewritten or written by hand (printed) in ink.

Town reserves the right to accept or reject the BID.

NOTE: THE SPECIFIED QUANTITIES ARE ESTIMATES OF REQUIREMENTS FOR USE IN COMPARING BIDS: THE TOWN OF RANDOLPH DOES NOT GUARANTEE THAT THESE QUANTITIES WILL ULTIMATELY BE REQUIRED.

(Note: All entries in the entire BID must be made clearly and in ink; price bid must be written in both words and figures.)

## BID ITEMS

| Item No. | Approx. Qty. | Item Description | Unit Price | | Amount | |
|---|---|---|---|---|---|---|
| | | | Dollars | Cents | Dollars | Cents |
| 120.1 | 150 | UNCLASSIFIED EXCAVATION<br>At<br>Per Cubic Yard | | | | |
| 141.1 | 15 | TEST PIT FOR EXPLORATION<br>At<br>Per Cubic Yard | | | | |
| 151. | 150 | GRAVEL BORROW<br>At<br>Per Cubic Yard | | | | |
| 160.2 | 10 | CONTROLLED LOW-STRENGTH MATERIAL - MANUAL EXCAVATABLE (<= 100 PSI)<br>At<br>Per Cubic Yard | | | | |
| 170. | 325 | FINE GRADING AND COMPACTING - SUBGRADE AREA<br>At<br>Per Square Yard | | | | |
| 220. | 3 | DRAINAGE STRUCTURE ADJUSTED<br>At<br>Per Each | | | | |
| 440. | 480 | CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL<br>At<br>Per Pound | | | | |
| 443. | 1 | WATER FOR ROADWAY DUST CONTROL<br>At<br>Per Megagallon | | | | |
| 451. | 40 | HMA FOR PATCHING<br>At<br>Per Ton | | | | |
| 453. | 1,000 | HMA JOINT SEALANT<br>At<br>Per Foot | | | | |

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## BID ITEMS (Continued)

| Item No. | Approx. Qty. | Item Description | Unit Price | | Amount | |
|---|---|---|---|---|---|---|
| | | | Dollars | Cents | Dollars | Cents |
| 472. | 10 | TEMPORARY ASPHALT PATCHING<br>At<br><br><br>Per Ton | | | | |
| 504.01 | 300 | GRANITE CURB TYPE VA4<br>At<br><br><br>Per Foot | | | | |
| 514. | 2 | GRANITE CURB INLET - STRAIGHT<br>At<br><br><br>Per Each | | | | |
| 580. | 20 | CURB REMOVED AND RESET<br>At<br><br><br>Per Foot | | | | |
| 697.1 | 6 | SILT SACK<br>At<br><br><br>Per Each | | | | |
| 701. | 230 | CEMENT CONCRETE SIDEWALK<br>At<br><br><br>Per Square Yard | | | | |
| 701.2 | 90 | CEMENT CONCRETE PEDESTRIAN CURB RAMP<br>At<br><br><br>Per Square Yard | | | | |
| 748.01 | 1 | MOBILIZATION AND DEMOBILIZATION<br>At<br><br><br>Per Lump Sum | | | | |
| 751. | 10 | LOAM FOR ROADSIDES<br>At<br><br><br>Per Cubic Yard | | | | |
| 765. | 80 | SEEDING<br>At<br><br><br>Per Square Yard | | | | |

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## BID ITEMS (Continued)

| Item No. | Approx. Qty. | Item Description | Unit Price | | Amount | |
|---|---|---|---|---|---|---|
| | | | Dollars | Cents | Dollars | Cents |
| 804.3 | 670 | 3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC -(UL)<br>At<br>Per Foot | | | | |
| 811.23 | 2 | ELECTRIC HANDHOLE - SD2.023<br>At<br>Per Each | | | | |
| 811.31 | 4 | PULL BOX 12 X 12 INCHES - SD2.031<br>At<br>Per Each | | | | |
| 815.1 | 1 | TRAFFIC CONTROL SIGNAL LOCATION NO. 1<br>At<br>Per Lump Sum | | | | |
| 815.98 | 10 | FOOTING COST ADJUSTMENT<br>At<br>Per Foot | | | | |
| 832. | 20 | WARNING-REGULATORY AND ROUTE MARKER - ALUMINUM PANEL (TYPE A)<br>At<br>Per Square Foot | | | | |
| 847.1 | 2 | SIGN SUP (N/GUIDE)+RTE MKR W/1 BRKWAY POST ASSEMBLY - STEEL<br>At<br>Per Each | | | | |
| 851.1 | 100 | TRAFFIC CONES FOR TRAFFIC MANAGEMENT<br>At<br>Per Day | | | | |
| 852. | 230 | SAFETY SIGNING FOR TRAFFIC MANAGEMENT<br>At<br>Per Square Foot | | | | |
| 852.11 | 400 | TEMPORARY PEDESTRIAN BARRICADE<br>At<br>Per Foot | | | | |

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## BID ITEMS (Continued)

| Item No. | Approx. Qty. | Item Description | Unit Price | | Amount | |
|---|---|---|---|---|---|---|
| | | | Dollars | Cents | Dollars | Cents |
| 852.12 | 2 | TEMPORARY PEDESTRIAN CURB RAMP<br>At<br><br><br>Per Each | | | | |
| 853.1 | 2 | PORTABLE BREAKAWAY BARRICADE TYPE III<br>At<br><br><br>Per Each | | | | |
| 854.016 | 1,455 | TEMPORARY PAVING MARKINGS - 6 INCH (PAINTED)<br>At<br><br><br>Per Foot | | | | |
| 856. | 300 | ARROW BOARD<br>At<br><br><br>Per Day | | | | |
| 856.12 | 300 | PORTABLE CHANGEABLE MESSAGE SIGN<br>At<br><br><br>Per Day | | | | |
| 859. | 1,000 | REFLECTORIZED DRUM<br>At<br><br><br>Per Day | | | | |
| 864.04 | 200 | PAVEMENT ARROWS AND LEGENDS REFLECTORIZED WHITE (THERMOPLASTIC)<br>At<br><br><br>Per Square Foot | | | | |
| 866.106 | 750 | 6 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)<br>At<br><br><br>Per Foot | | | | |
| 866.112 | 750 | 12 INCH REFLECTORIZED WHITE LINE (THERMOPLASTIC)<br>At<br><br><br>Per Foot | | | | |

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BID ITEMS (Continued)

| Item No. | Approx. Qty. | Item Description | Unit Price | | Amount | |
|---|---|---|---|---|---|---|
| | | | Dollars | Cents | Dollars | Cents |
| 867.106 | 345 | 6 INCH REFLECTORIZED YELLOW LINE (THERMOPLASTIC)<br>At<br><br><br>Per Foot | | | | |
| 874. | 3 | STREET NAME SIGN<br>At<br><br><br>Per Each | | | | |
| 874.51 | 14 | MISCELLANEOUS SIGNS REMOVED, DISCARDED OR RESET<br>At<br><br><br>Per Lump Sum | | | | |

**TOTAL OF BID:**

_____

_____dollars

and _____ cents $_____

_____

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein as full payment for such extra work.

If the Bid is accepted by the OWNER, the undersigned agrees to commence work under this Contract on a date to be specified in a written "Notice to Proceed" by the Owner and complete the entire work provided to be done under this Contract within the time stipulated in Table "A" of the AGREEMENT. If this bid is accepted by the Owner, the undersigned, also agrees to comply with the provisions of Section 1.14 “Liquidated Damages” and Table A of the Agreement.

As provided in the INFORMATION FOR BIDDERS, the bidder hereby agrees that he will not withdraw this BID, within 90 consecutive calendar days after the actual date of the opening of Bids, and that, if the Owner shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within fourteen (14) consecutive calendar days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to execute any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages, the Bid Security attached in the sum of

(5 percent of Total Bid)

_____ Dollars,

($_____) which shall become the Owner's property for the delay and additional expense to the Owner caused thereby. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety. (Bidder must fill in this blank.)

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addendums are issues.)

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

The bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

(SEAL) _____ L.S.
(Name of Bidder)

By _____
(Signature and title of authorized representative)

_____
(Business address)

_____
(City and State)

Date _____

The bidder is a corporation incorporated in the State (or Commonwealth) of _____ - a partnership - an individual. (Bidder must add and delete as necessary to make this sentence read correctly.)

(Note: If the bidder is a corporation, affix corporate seal and give below the names of its president treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address, if different from business address.)

The required names and addresses of all persons interested in the foregoing Bid, as Principals, are as follows:

_____

_____

_____

_____

(Add supplementary page if necessary)

CERTIFICATE OF AUTHORIZATION
FOR
BIDDING REPRESENTATIVE

(Note: Bidder must complete for certification of authorized representative signing Bid.)

At a duly authorized meeting of the Board of Directors of the

_____ held on _____, (Name
of Corporation) (Date)

at which all the Directors were present or waived notice, it was voted that

_____ _____

(Name of Authorized Representative) (Title)

of this company shall be, and hereby is, authorized to execute bidding documents, contracts and bonds in the name and on behalf of said company, and to affix the corporate seal thereto, and such execution of any contract obligation in this company's name on its behalf of such

_____ under seal of the company shall be valid and binding upon this company. (Title)

A true copy

ATTEST_____
(Clerk)

Place of Business_____

_____

I hereby certify that I am the clerk of the _____
(Name of Corporation)

_____, that _____
(Name of Authorized Representative)

is the duly elected _____ of said company, and that the
(Title)

above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Corporate
_____Seal
(Clerk)

# STATEMENT OF BIDDERS' QUALIFICATIONS

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work, as bid upon, in accordance with the contract drawings and specifications. This statement must be notarized. All questions must be answered. Additional data may be submitted on separate attached sheets.

1. Name of Bidder _____

2. Permanent Main Office Address _____

3. Official Mailing Address For This Contract _____

4. When Organized? _____

5. Where Incorporated, If a Corporation _____

6. Years Contracting under Present Name _____

7. List contracts on hand, and those completed similar in nature to this kind of project.

| Owner | Engineer | Contract | Description | Contract Amount | Completion Date |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

8. List any work the firm has failed to complete, state where and why.

_____

9. If you have ever defaulted on any contract, state where and why.

_____

10. List full names and residences of all principals (i.e.: Officers, Directors, Partners, Owners) interested in this bid.

| Name | Residence | Title | Firm |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

11. State name(s) and qualifications of resident supervisor(s) for this project.

_____

_____

_____

12. List major equipment available for this project and identify ownership or rental.

_____

_____

_____

_____

13. Will you furnish a detailed financial statement and other information, requested by the Owner?

14. List bank references for verifying financial ability of your company.

| Name | Address |
|---|---|
| | |
| | |

15. The undersigned hereby authorized and requests any person, firm or corporation, to furnish all information requested by the Owner and/or its designated agents relative to the recitals comprising this Statement of the Bidder's Qualifications.

Dated at _____ this _____ day of _____20_____.

_____
(Name of Bidder)

By: _____

_____
(Title)

State of _____

County of _____

_____ being duly sworn in person, deposes and says

that he is _____ of _____,
(Title) (Name of Bidder)

that he is the firm's duly authorized agent to execute these contract documents, and that the

answers to the foregoing questions and all statements therein contained are correct and true.

Subscribed and sworn to before me this _____ day of _____ 20_____.

(SEAL)

_____
(Notary Public)

_____
(My Commission Expires)

## STATEMENT OF PROPOSED SUBCONTRACTORS

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work as bid upon, in accordance with the contract drawings and specifications. The Bidder must state the names and appurtenant information of all major subcontractors he proposed to use to complete the work as bid upon. Additional data may be submitted on separate attached sheets.

If subcontractors are not to be used to complete the Work and/or any portion thereof, as herein bid upon, the Bidder must acknowledge by writing "NONE" _____.

Description of Work_____

Approximate percentage of Total Bid_____

Proposed Subcontractor, Name_____

Address_____

Description of Work_____

Approximate percentage of Total Bid_____

Proposed Subcontractor, Name _____

Address _____

Description of Work _____

Approximate percentage of Total Bid _____

Proposed Subcontractor, Name _____

Address _____

Bidder to insert description of work, percentage of Total BID, and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Date _____ Bidder _____
(Name of Bidder)

By _____
(Signature)

_____
(Title)

_____
(Business Address)

_____
(City and State)

## LABOR HARMONY AND OSHA 10 CERTIFICATION

The undersigned certifies that they will conform to and provide documentation for the requirements as stated in MGL c. 30, §39S(a) as follows:

The bidder certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; and that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

_____

Name of Contractor/Business

_____

Signature of Authorized Representative of Contractor/Business

_____

Date

## CERTIFICATE OF NON - COLLUSION

Any person submitting a bid under this section shall, on such bid, certify the following: The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business, or legal entity.

_____

Name of Contractor/Business

_____

Signature of Authorized Representative of Contractor/Business

_____

Date

## TAX COMPLIANCE CERTIFICATION

Pursuant to MGL c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors and withholding and remitting child support, and, subject to the conditions stated above, the contracting agency confirms with the Massachusetts Department of Revenue (DOR) that the person is in good standing with respect to all returns due and taxes payable to DOR as of the date of confirmation.

_____

Name of Contractor/Business

_____

Signature of Authorized Representative of Contractor/Business

_____

Social Security or Federal Identification Number

_____

Date

SECTION 00400

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned (Insert Name of Bidder) _____

_____, as Principal, and (Insert Name of Surety)

_____, as Surety, are hereby held and firmly bound and obligated unto the Town of Randolph, Massachusetts, as Owner, in the sum

of _____Dollars ($_____), as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Randolph, Massachusetts a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing, hereinafter referred to as the "AGREEMENT" and/or "Contract", for "South Main Street & Centre Street Intersection Improvements".

NOW THEREFORE,

(a) If said BID shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,

(b) If said BID shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or Contract and for the payment for labor and materials furnished for the performance of the AGREEMENT and/or Contract,

then this obligation shall be void, otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extensions of the time with which such BID may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, have duly executed this bond on the
_____ day of _____, 20 _____.

(SEAL) _____ L.S.
(Name of Principal)

BY: _____
(Signature)

_____
(Title)

_____
(Name of Surety (Seal)

BY: _____
(Signature and Title)

BY: _____
Attorney-In-Fact

Sealed and delivered in
the presence of:

_____

_____

IMPORTANT: Surety Companies executing BONDS must appear on the U.S. Treasury Department's most current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts and be authorized to transact business in the state where the PROJECT is located.

If the Bond is signed on behalf of the Surety by an Attorney-In-Fact, there should be attached, a duly certified copy of his power of attorney showing his authority to sign such Bond.

SECTION 00500

CONTRACT AGREEMENT
TOWN OF RANDOLPH, MASSACHUSETTS
SOUTH MAIN STREET & CENTRE STREET INTERSECTION IMPROVEMENTS

THIS AGREEMENT, is executed this _____ day of _____ in the year Two Thousand and Twenty Six (herein referred to as the "AGREEMENT") by and between the Town of Randolph**,** Massachusetts party of the first part, and _____ (Name of Contractor) party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised, and agreed and do hereby undertake, promise, and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:


1.01 Definitions
1.02 The Contract Documents
1.03 Obligations and Liability of Contractor
1.04 Authority of the Engineer
1.05 Supervision of Work
1.06 Insurance
1.07 Patents
1.08 Compliance with Laws
1.09 Provisions Required by Law Deemed Inserted
1.10 Permits
1.11 Not to Sublet or Assign
1.12 Delay by Owner
1.13 Time for Completion
1.14 Liquidated Damages
1.15 Night, Saturday, Sunday and Holiday Work
1.16 Employ Competent Persons
1.17 Employ Sufficient Labor and Equipment
1.18 Intoxicating Liquors and/or Drugs
1.19 Access to Work
1.20 Examination of Work
1.21 Defective Work, Etc.
1.22 Protection Against Water and Storm
1.23 Right to Materials
1.24 Changes
1.25 Extra Work
1.26 Extension of Time on Account of Extra Work
1.27 Changes Not to Affect Bonds
1.28 Claims for Damages
1.29 Abandonment of Work or Other Default
1.30 Prices for Work
1.31 Moneys May Be Retained
1.32 Formal Acceptance
1.33 Progress Estimates
1.34 Partial Acceptance
1.35 Final Estimate and Payment
1.36 Liens
1.37 Claims
1.38 Application of Moneys Retained
1.39 No Waiver
1.40 Liability of Owner
1.41 Guarantee
1.42 Return of Drawings
1.43 Cleaning Up
1.44 Legal Address of Contractor
1.45 Headings
1.46 Modification or Termination
1.47 Direct Labor cost
1.48 Massachusetts Tax Laws
1.49 Minority Business
1.50 Termination for Convenience
1.51 Equal Employment Opportunity…
1.52 Unlawful Conduct and Participation in Boycott


1.01 DEFINITIONS

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning indicated which shall be applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments prior to the opening of Bids which Clarify, correct or change the Bidding Requirements or Contract Documents.

AGREEMENT - the written contract between Owner and Contractor covering the Work to be performed.

"AS DIRECTED," "AS ORDERED," "AS REQUESTED," "AS REQUIRED", "AS

PERMITTED," or words of like import are used, it shall be understood that the direction, order, request, requirement, or permission of the Engineer is intended.

"APPROVED," "ACCEPTABLE," "SUITABLE," "SATISFACTORY," and words of like import shall mean approved by, acceptable to, suitable to, or satisfactory to the Engineer.

APPLICATION FOR PAYMENT - Form used by Contractor in requesting progress or final payments, format to be acceptable to the Engineer.

BID - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER - Any person, firm or corporation submitting a bid for the work.

CHANGE ORDER - A document recommended by the Engineer, which is signed by the Contractor and Owner authorizing the addition, deletion or revision in the Work, or adjustment in the Contract Price or Contract Time, issued on or after the effective date of the Agreement.

CONTRACTOR - The person, firm or corporation with whom the Owner has entered into the Agreement. Contract Bonds - Bid, Performance, and Labor and Materials Bonds and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.

CONTRACT DOCUMENTS - The Agreement, Addenda, Bid, Post Bid documentation submitted prior to the Notice Award, The Notice to Proceed, Bonds, General Conditions, Supplementary Conditions, The Specifications, the Drawings, all written Amendments, Change Orders, Field Orders, and Engineers written interpretations and clarifications.

CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the Work.

CONSTRUCTION SUPERINTENDENT - That person designated by the Contractor to carry out the provisions of the Contract.

DATUM OR LEVELS - The figures given in the Contract and Specifications or upon the Drawings after the word elevation or abbreviation of it, shall mean the distance in feet above mean sea level, the base of the State in which the Work is located and the United States Geodetic Survey (U.S.G.S.).

DRAWINGS - The part of the Contract Drawings which show the characteristics and Scope of the Work to be performed and which have been prepared or approved by the Engineer.

EARTH - Wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as defined in this section.

ELEVATION - The figures given on the Drawings or in the other Contract Documents after the word "elevation" or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

ENGINEER - The person, firm or corporation duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives. (For this Contract, BETA Group, Inc.)

FIELD ORDER - A written order issued by the Engineer which orders minor changes in the Work which do not involve a change in the Contract Price or an extension of the Contract time.

GENERAL REQUIREMENTS - Sections of Division 1 of the Specifications.

"HEREIN," "HEREINAFTER," "HEREUNDER," and words of like import shall be deemed to refer to the Contract Documents.

NOTICE OF AWARD - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

OWNER - The public body or authority, corporation, association, firm or person with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

PROJECT OR CONTRACT - The undertaking to be performed in the Contract Documents.

PROJECT REPRESENTATIVE - The authorized representative of the owner who is assigned to the project site or any part thereof.

ROCK - wherever used as the name of an excavated material to be excavated, shall mean only boulders and pieces of concrete and masonry exceeding 1 cu. yd. in volume, or igneous, sedimentary, metamorphic, and conglomerate rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken, or previously blasted rock or broken stone in rock fillings, or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as "rock."

SHOP DRAWINGS - All drawings, diagrams, schedules and other data or information prepared for and submitted by the Contractor, to illustrate portions of the Work.

SPECIFICATIONS - The portions of the Contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUBCONTRACTOR - An individual, firm or corporation, approved by the Owner and Engineer having a direct contract with the Contractor or with any other Sub-Contractor for the performance of a part of the Work on the Project.

SUBSTANTIAL COMPLETION - Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for which it was intended, as expressed in the Contract documents.

SUPPLEMENTARY CONDITIONS - The part of the Contract Documents which amends or supplements the General Conditions.

SUPPLIER - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.02 THE CONTRACT DOCUMENTS

A. The Contract Documents, as defined above, are sometimes herein referred to as the "Contract".

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the AGREEMENT and the provisions of any of the other Contract Documents, the provisions of the AGREEMENT shall prevail.

A. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest amended edition in effect at the time of receipt of the Bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Owner, the Contractor or the Designer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Engineer, or any of the Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of the AGREEMENT.

1.03 OBLIGATIONS AND LIABILITY OF CONTRACTOR

A. The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the Engineer, and at the prices herein agreed upon therefor.

B. All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

C. The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

D. The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

E. The Contractor shall indemnify and save harmless the Owner and the Engineer and their officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Engineer, his officers, agents, servants or employees, against any such damages occasioned solely by defects in maps, plans, drawings, designs or specifications prepared, acquired or used by the Engineer and/or solely by the negligence or fault of the Engineer; and provided further, that the Contractor shall not be required to indemnify the Owner, his officers, agents, servants or employees, against any such damages occasioned solely by acts or omissions of the Owner other than supervisory acts or omissions of the Owner in the Work.

F. The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by and right of the Engineer to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the Engineer to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

G. The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

H. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

I. Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the Owner therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

J. If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

K. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

L. The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under the AGREEMENT and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

M. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

1. The Owner shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specification or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The Owner shall not be responsible for any such materials brought to the site by the Contractor, Subcontractors, Suppliers or anyone else for whom the Contractor is responsible.

2. To the fullest extent permitted by Laws and Regulations, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's Consultants and the officers, directors, employees, agents other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph shall obligate the Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

## 1.04 AUTHORITY OF THE ENGINEER

A. The Engineer shall be the sole judge of the intent and meaning of the Drawings and Specifications and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties.

B. The Engineer shall be the Owner's representative during the life of the Contract and he shall observe the Work in progress on behalf of the Owner. He shall have authority (1) to act on behalf of the Owner to the extent expressly provided in the Contract or otherwise in writing; (2) to determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the Contract; and (3) to decide all questions which arise in relation to the Work, the execution thereof, and the fulfillment of the Contract.

C. The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Engineer and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objection thereto he may, within ten (10) days of having received any such direction, instruction, determination or decision, require that any such direction, instruction, determination or decision be put in writing and within ten (10) days after receipt of any such writing he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefor, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor requires that any such direction, instruction, determination or decision be put in writing within ten (10) days of having received such direction, instruction, determination or decision and unless the Contractor files such written protest with the Owner and Engineer within such ten (10) day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

## 1.05 SUPERVISION OF WORK

A. The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the Engineer in every possible way.

B. At all times, the Contractor shall have his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment,

plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the Engineer. If, in the opinion of the Engineer, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Engineer; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

C. Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the Engineer to and shall be received and obeyed by the designated foreman or any other person in charge of the particular work involved.

1.06 INSURANCE

A. Before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the AGREEMENT the Contractor shall procure and maintain insurance of the types specified in paragraphs (1) to (11), inclusive, below, and to the limits for this insurance specified in Table A at the end of this section. All insurance shall be obtained from companies satisfactory to the Owner and Engineer.

B. Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

C. The Town of Randolph**,** Massachusetts (Owner) and the Engineer shall be named as an "additionally insured".

D. All insurance policies provided by the Contractor shall include a "*Waiver of Subrogation*" endorsement for the Owner, Engineer and/or other third party entity.

E. The following types of insurance shall be provided on all policies:

1. Workmen's Compensation and Employer's Liability Insurance.

2. General Liability coverage, including Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.

3. General Liability coverage, including Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.

4. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.

5. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.

6. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.

7. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.

8. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this AGREEMENT.

9. Owner's/Contractor's Protective Liability and Property Damage Insurance to protect the Owner and the Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the Owner and the Engineer as the named insured. A copy of the policy shall be furnished to the Owner and a Certificate of Insurance shall be furnished to the Engineer.

10. Excess/Umbrella Liability Coverage shall be provided in accordance with the minimum limits stated in Table A.

11. Builders' Risk Insurance with an "All Risk" Installation Floater covering loss by fire and extended coverage in the completed value form in the amount of the total insurable value of all structures, materials, and equipment to be built and installed. The insurance shall be obtained from a company satisfactory to the Owner. The policy shall indicate Owner, the Contractor, all subcontractors, and the Engineer as the

named insured with loss payable to the Owner as Trustee. The policy shall provide for a 30-day notice to the Owner of cancellation or restrictive amendment. A copy of the policy shall be furnished to the Owner and a Certificate of Insurance shall be furnished to the Engineer. The insurance shall be obtained before the work is started and shall be maintained until the date of completion of the work as stated in the final estimate, or until the Owner occupies or otherwise take possession of the structure, whichever occurs first.

F. All policies shall be so written that the Owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

G. Certificates from the Contractor's insurance carriers stating the coverage provided, the limits of liability, and expiration dates shall be filed in triplicate with the Owner before operations are begun.

H. Certificates from the contractor naming the Owner, Town of Randolph**,** Massachusetts and the Engineer as additionally insured must be received by the Owner prior to initiating the work.

I. Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

J. No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

1.07 PATENTS

A. The Contractor's attention is directed to the following "Patent Indemnity Clause" illustrating the format and/or required wording therefore which shall be used by all manufacturers and/or suppliers, as deemed necessary by the Owner and Engineer, as an Indemnification and Hold Harmless Agreement.

B. This Agreement shall be accepted and approved in form by the Owner and Engineer prior to the approval and/or installation of the product.

PATENT INDEMNIFICATION

"In consideration for their purchase and use of the (Name of product and/or equipment) manufactured by (name of Manufacturer) and for other good and valuable consideration, (Name of Manufacturer) agrees to defend and hold harmless (Name of Contractor), BETA Group, Inc., and the (Name of Owner), and their employees and agents, from and against any liability, loss, cost, expense or damage including reasonable attorneys' and accountants' fees incurred by these entities in defending or prosecuting any claim for such liability, loss, cost, expense or damage resulting or arising out of a claim that the use of the above mentioned product and/or equipment delivered hereunder directly infringes any United States Patent, provided that (Name of Manufacturer) is given authority, information, and assistance for the defense of such suit, and (Name of Manufacturer) shall pay all damages and costs assessed against the above named entities for the use of such produce and/or equipment provided, however, that this indemnification shall not apply to equipment of (Name of Contractor) design, and provided further that if the use of such product and/or equipment is enjoined in any suit, (Name of Manufacturer) shall at its own expense and its option either procure for (name of Contractor) the right to continue the normal use of such produce and/or equipment, replace said product and/or equipment, modify said equipment or refund the purchase price thereof; and provided further that (Name of Manufacturer) indemnity as to use shall not apply to infringement resulting from the use of the produce and/or equipment delivered hereunder in combination with other items where use of the product and/or equipment per se does not constitute infringement."

1.08 COMPLIANCE WITH LAWS

A. The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall at all times observe and comply with, and cause all his agents, with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Owner, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgements, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or

other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

1.09 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

A. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

1.10 PERMITS

A. The Contractor shall, at his own expense, take out and maintain all necessary permits from the county, municipal, or other public authorities; shall give the notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

1.11 NOT TO SUBLET OR ASSIGN

A. The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Owner and the Surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

B. The Contractor shall not sublet or assign work to a subcontractor(s), for a total in excess of fifty (50) percent of the Contract Price, without prior written approval of the Owner and Engineer.

C. The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, suppliers, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

D. The Contractor shall cause appropriate provisions, and applicable State or Federal regulations, to be inserted in all subcontractors relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

E. The Contractor's attention is directed to the fact that nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

1.12 DELAY BY OWNER

A. The Owner may delay the beginning of the Work or any part thereof if the necessary lands or rights-of-way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to any extension of time as hereinafter provided.

1.13 TIME FOR COMPLETION

A. The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated in Table A at the end of this section, except as otherwise expressly provided herein.

B. It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the Work within the stipulated time limit.

C. If delays are caused by acts of God, acts of Government, unavoidable strikes, extra work, or other cause or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the Work, provided that the Contractor shall, within ten (10) days from the beginning of such delay notify the Owner in writing, with a copy to the Engineer, of the cause and particulars of the delay. Upon receipt of such notification, the Owner shall review and evaluate the cause and extent of the delay. If, under the terms of the AGREEMENT, the delay is properly excusable, the Owner will, in writing, appropriately extend the time for completion of the Work. (This paragraph will be interpreted to include delays in receipt of equipment provided that the Contractor placed his order and submitted shop drawings for such equipment promptly

after execution of the Contract, that he has shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry.) The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.

D. The time in which the Work is to be performed and completed is of the essence of this AGREEMENT.

1.14 LIQUIDATED DAMAGES

A. In case the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended as hereinbefore provided, the Contractor agrees that the Owner shall deduct from the payments due the Contractor each month the sum set forth in Table A at the end of this section for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and, in case such damages shall exceed the amount of all moneys due or to become due the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

1.15 NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK

A. No work shall be done at night, on Saturday on Sunday or on a holiday except (1) usual protective work, such as pumping and the tending of lights, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the next paragraph below are met.

B. No work other than that included in (1) and (2) above shall be done at night except when (a) in the sole judgment of the Owner, the work will be of advantage to the Owner and can be performed satisfactorily at night, (b) the work will be done by a crew organized for regular and continuous night work, and (c) in the sole judgment of the Owner and Engineer, adequate noise prevention measures are incorporated into the Work by the Contractor to minimize any noise impact within the work area and (d) the Owner has given written permission for such night work. The Contractor is responsible for obtaining all permits and approvals required.

1.16 EMPLOY COMPETENT PERSONS

A. The Contractor shall employ only competent persons on the Work and shall not employ persons or means which may cause strikes, work stoppages or any disturbances by persons employed by the Contractor, any subcontractor, the Owner, the Engineer or any other contractor. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer.

1.17 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

A. If in the sole judgment of the Engineer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer deems necessary to enable the Work to progress properly.

1.18 INTOXICATING LIQUORS AND/OR DRUGS

A. The Contractor shall not sell and shall neither permit nor suffer the introduction and/or use of intoxicating liquors and/or drugs upon or about the Work.

1.19 ACCESS TO WORK

A. The Owner, the Engineer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

1.20 EXAMINATION OF WORK

A. The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of furnished work by the Contractor.

B. Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise borne by the Contractor.

C. Examination of inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract.

1.21 DEFECTIVE WORK, ETC.

A. Until acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the Owner all resulting costs, expenses, losses or damages suffered by the Owner.

B. If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for the same, is rejected by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

1.22 PROTECTION AGAINST WATER AND STORM

A. The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished Work may be completed as required by the Contract.

1.23 RIGHT TO MATERIALS

A. Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Owner. Nothing in this subsection shall relieve the Contractor of his duty to protect and maintain all such materials, equipment, apparatus and other items.

1.24 CHANGES

A. The Owner, through the Engineer, may make changes in the Work and in the Drawings and Specifications therefor by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under the pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefor at the unit prices stipulated in the Contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or increased work shall be made as provided hereinafter under the subsection titled "Extra Work"; and for eliminated or decreased work the Contractor shall allow the Owner a reasonable credit as determined by the Engineer.

B. Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

C. The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

1.25 EXTRA WORK

A. The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Engineer, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, whether (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Engineer so elects, for the reasonable cost of such work, as determined by the

contractor and approved by the Engineer, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the Engineer.

B. The Contractor shall submit claim for any extra work within fourteen (14) calendar days of performing said extra work.

C. The cost of extra work done under (b) above shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all machinery and equipment used on the extra work for the period of such use.

D. At the request of the Engineer, the Contractor shall furnish itemized statements for the cost of the extra work ordered as above and give the Engineer access to all records, accounts, bills and vouchers and correspondence relating thereto.

E. The Contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work, of Social Security or other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies, and of other approved assessments when such assessments are not normally included in payments made by the Contractor directly to his employees, but in fact are, and are customarily recognized as, part of the cost of doing work.

F. The fair rental hourly rate for all machinery and equipment shall be based upon the most recent edition of "Rental Rate Blue Book" published by Equipment Watch or a similar publication approved by the Engineer. Hourly rental rates for machinery and equipment shall be developed by dividing the monthly Blue Book rates by 176 hours per month plus Estimated Hourly Operating Costs (FHWA rate). Rate Adjustment tables shall be utilized for equipment model year and region of operation. If said extra work requires the use of machinery or equipment not already on the site of the Work the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the Work shall be added to the fair monthly rental; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

G. The Contractor shall not include in the cost of extra work any cost or rental of small tools, building, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff.

H. To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor may add 15 percent to cover his overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work, and profit.

I. In the case of extra work done under (b) by a subcontractor the subcontractor shall compute, as above, his cost for the extra work, to which he may add 10 percent as in the case of the Contractor. The Contractor shall be allowed an additional 5 percent of the subcontractor's initial cost for the extra work prior to the 10 percent adjustment, to cover the costs of the Contractor's overhead use of capital, the premium on the Bonds as assessed upon the amount of this work, and profit. Said subcontractor's cost must be reasonable and approved by the Engineer.

J. If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of men employed, the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both by the Contractor's authorized representative and by the Engineer. A separate daily record shall be submitted for each Extra Work Order.

## 1.26 EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK

A. When extra work is ordered near the completion of the Contract or at any time during the progress of the Work which unavoidably increases the time for the completion of the Work, and extension of time shall be granted as hereinbefore provided.

## 1.27 CHANGES NOT TO AFFECT BONDS

A. It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefor (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner of time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the CONTRACT BONDS given by the

Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

1.28 CLAIMS FOR DAMAGES

A. If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner a copy of the statement, together with his recommendations for action by the Owner.

B. The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the Article titled "Authority of the Engineer", including, but not limited to the filing of a written protest in the manner and within the time therein provided.

1.29 ABANDONMENT OF WORK OR OTHER DEFAULT

A. If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Owner may designate; and the Owner may, upon giving such notice, by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Owner any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Owner by reason of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any Contractors employed by the Owner take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

B. All costs, expenses, losses, damages, attorney's fees and any and all other charges incurred by the Owner under this subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any moneys due of payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor the Owner shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorney's fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

1.30 PRICES FOR WORK

A. The Owner shall pay and the Contractor shall receive the prices stipulated in the BID made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

1.31 MONEYS MAY BE RETAINED

A. The Owner may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Owner may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder, in accordance with the States General Laws.

1.32 FORMAL ACCEPTANCE

A. This Agreement constitutes an entire contract for one whole and complete Work or result. Fixing of the date of completion and acceptance of the Work or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the Owner.

1.33 PROGRESS ESTIMATES

A. Once a month, except as hereinafter provided, the Engineer shall make an estimate in writing of the total amount and value of the work done to the first of the month by the Contractor. The Owner shall retain a percentage of such estimated value, as set forth in Table A at the end of this section, as part security for fulfillment of the Contract by the Contractor and shall deduct from the balance all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the Contract.

B. Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component parts together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the Contract price for the item. This schedule must be submitted by the Contractor for and must have the approval of the Engineer before the first estimate becomes due.

C. If the Engineer determines that the progress of the Work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance of actual requirement therefor and if such materials and equipment are delivered and properly stored, protected and insured as determined by the Engineer, the cost to the Contractor or subcontractor as established by invoices or other suitable vouchers satisfactory to the Engineer, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the Contractor to the Engineer at the same time a Bill of Sale in form satisfactory to the Owner, transferring and assigning to the Owner full ownership and title to such materials or equipment.

D. The Owner shall pay monthly to the Contractor in accordance with General Laws Chapter 30, Section 39, as amended:

1. Within fifteen (15) days (twenty-four (24) days in the case of the Commonwealth) after receipt from the Contractor, at the place designated by the Owner if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Owner will make periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a subcontractor has title and has authorized the Contractor to transfer title to the Owner, less (1) a retention based on its estimate of the fair value of its claims against the Contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section 39F and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within 65 days after (a) the Contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of original contract price, or (b) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section 39 F, or based on the record of payments by the Contractor to the subcontractors under this contract if such record of payment indicates that the Contractor has not paid subcontractors as provided in section 39 F. If the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until payment delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on periodic estimate for final payment until 15 days (24 days in the case of the Commonwealth) after receipt of

such a periodic estimate from the Contractor, at the place designated by the Owner if such a place is so designated. The Contractor agrees to pay to each subcontractor a portion of any such interest in accordance with the amount due each subcontractor.

2. Forthwith after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.

3. Not later than the 65th day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the Owner shall pay that amount to the Contractor. The Contractor shall forthwith pay to the subcontractor the full amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.

4. Each payment made by the Owner to the Contractor pursuant to subparagraphs (2) and (3) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the Contractor for the account of that subcontractor; and the Owner shall take reasonable steps to compel the Contractor to make each such payment to each such subcontractor. If the Owner has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the subcontractor as provided in subparagraphs (2) and (3), the Owner shall act upon the demand as provided in this section.

5. If, within 70 days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the Owner. The demand shall be by a sworn statement delivered to or sent by certified mail to the Owner, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the 70th day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the Owner and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Owner and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the subcontractor.

6. Within 15 days after receipt of the demand by the Owner, but in no event prior to the 17th day after substantial completion of the subcontract work, the Owner shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the Owner as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided, that the Owner shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (5). The Owner shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

7. The Owner shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (6) in an interest-bearing joint account in the names of the Contractor and the subcontractor in a bank in Massachusetts selected by the Owner or agreed upon by the Contractor and the subcontractor and shall notify the Contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

8. All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (7) shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from

subcontractors. All direct payments shall discharge the obligation of the Owner to the Contractor to the extent of such payment.

9. The Owner shall deduct from payments to a Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (7), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

10. If the subcontractor does not receive payment as provided in subparagraph (2) or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (2), the subcontractor may demand direct payment by following the procedure in subparagraph (5) and the Contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the Contractor. Thereafter the Owner shall proceed as provided in subparagraph (6), (7), (8), and (9).

11. "Subcontractor" as used in subparagraph 10,shall mean a person who files a sub-bid and receives a subcontract as a result of that filed subbid or who is approved by the Owner in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the Contractor.

1.34 PARTIAL ACCEPTANCE

A. The Owner may, at any time in a written order to the Contractor (1) declare that he intends to use a specified part of the Work which in his opinion is sufficiently complete, in accordance with the Contract Documents, to permit its use; (2) enclose a tentative list of items remaining to be completed or corrected, and (3) fix the date of acceptance of that specified part of the Work.

B. Within 45 days after acceptance under this subsection, the Engineer shall make an estimate in writing of the amount and value of the part of the Work so accepted. The Owner shall pay said amount to the Contractor after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract, said payment to be made at the time of the next monthly progress estimate.

C. Acceptance by the Owner under this subsection shall not relieve the Contractor of any obligations under the Contract Documents except to the extent agreed upon in writing between the Owner and the Contractor.

D. The Owner shall have the right to exclude the Contractor from any part of the Work which has been accepted, but the Owner will allow the Contractor reasonable access thereto to complete or correct items on the tentative list.

1.35 FINAL ESTIMATE AND PAYMENT

A. As soon as practicable (but not more than sixty-five (65) days after final completion of the Work), the Engineer shall make a final estimate in writing of the quantity of Work done under the Contract and the amount earned by the Contractor.

B. The Owner shall pay to the Contractor the entire amount found by the Engineer to be earned and due hereunder after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract. Except as in this subsection otherwise provided, such payment shall be made not later than fifteen (15) days after but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable Lien Law, or, if such time is not specified by law, the expiration of thirty (30) days after the completion of the Engineer's final estimate.

C. All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment as determined by the Engineer.

D. The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor under or by virtue of this Agreement; and upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement the Contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under or by virtue of, this Agreement, except claims which are specifically exempted by the Contractor to be set forth herein. Unless otherwise

provided in this Agreement, by State law or otherwise expressly agreed to be the parties to this Agreement, any payment, including final payment under, this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the Owner's claims against the Contractor or his sureties under this Agreement or applicable Performance and Labor and Materials Bonds.

1.36 LIENS

A. If at any time any notices of lien are filed and labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Owner shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgement, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

1.37 CLAIMS

A. If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgement, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

1.38 APPLICATION OF MONEYS RETAINED

A. The Owner may apply any moneys retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgements and awards incurred, suffered or sustained by the Owner and chargeable to the Contractor hereunder or as determined hereunder.

1.39 NO WAIVER

A. Neither the inspection by the Owner or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the Owner, nor any extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his subcontractors or by any other person or persons.

1.40 LIABILITY OF OWNER

A. No person, firm or corporation, other than the Contractor who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Owner or of an agent of the Owner or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

1.41 GUARANTEE

A. The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in

accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

B. If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, correction, or replacements to the satisfaction of the Owner within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make the same, and all direct and indirect costs of making said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor.

1.42 RETURN OF DRAWINGS

A. All Drawings furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

1.43 CLEANING UP

A. The Contractor at all times shall keep the site of the Work free from rubbish and debris caused by his operations under the Contract. When the Work has been completed, the Contractor shall remove from the site of the Work all of his plant, machinery, tools, construction equipment, temporary work, and surplus materials so as to leave the Work and the site clean and ready for use.

1.44 LEGAL ADDRESS OF CONTRACTOR

A. The Contractor's business address and his office at or near the site of the Work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the Post Office Department or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first-named address may be charged at any time by an instrument in writing, executed and acknowledged by the Contractor delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

1.45 HEADINGS

A. The headings or titles of any section, subsection, paragraph, provision, or part of the Contract Documents shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

1.46 MODIFICATION OR TERMINATION

A. Except as otherwise expressly provided herein, the Contract may not be modified or terminated except in writing signed by the parties hereto.

1.47 DIRECT LABOR COST

A. Direct labor cost percentage for change orders shall be 5 percent. (Direct labor cost percent shall be established following award and prior to execution of the Contract).

1.48 MASSACHUSETTS TAX LAWS

A. The Contractor shall provide a statement that indicates compliance with all the requirements of Massachusetts General Law Chapter 62C.

1.49 MINORITY BUSINESS

A. The goal for minority business enterprise (MBE/WBE) participation for this contract is a minimum of ten and four-tenths percent (10.4%) MBE and ten and four-tenths percent (10.4%) WBE participation, on the basis of the total dollars paid. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to minority businesses, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the Town of Randolph. The Contractor shall require similar reports from its subcontractors.

1.50 TERMINATION FOR CONVENIENCE

A. This Agreement may be terminated by the Owner upon not less than seven days' written notice for the Owner's convenience. In the case of termination for convenience, the Owner shall be responsible for amounts due the Contractor for work performed through the date of termination, provided that the Contractor shall submit a request for payment in

accordance with the provisions hereof. The Contractor shall have no other claim for payments due with respect to such termination including any claim for lost profits with respect to the balance of the project.

1.51 EQUAL EMPLOYMENT OPPORTUNITY, ANTIDISCRIMINATION AND AFFIRMATIVE ACTION

A. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

1.52 UNLAWFUL CONDUCT AND PARTICIPATION IN BOYCOTT

A. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

IN WITNESS WHEREOF, the parties to this AGREEMENT have hereunto set their hands and seals, and have executed, or caused to be executed by their duly authorized officials, the AGREEMENT in Four (4) copies, each of which shall be deemed an original, as of the day and year first above-written.

WITNESSES

Town of Randolph**,** Massachusetts
(Owner - party of the first part)

(SEAL)

BY: _____
(Signature)

_____
(Title)

ATTEST:

_____
(Signature)

_____

_____
(Contractor - party of the second part)

(SEAL)

BY: _____
(Signature)

_____
(Title)

_____
(Address)

ATTEST:

_____
(Signature)

_____

CERTIFICATE OF OWNER'S LEGAL COUNSEL

I, the undersigned, _____ the duly authorized and acting legal representative of the _____, acting herein through its _____, do hereby certify as follows:

I have examined the foregoing contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

By: _____
(Signature)

Date: _____

_____
(Name)

_____
(Title)

_____
(Address)

_____
(City, State, Postal code)

Auditor's/Accountant's Certification

Pursuant to M.G.L. c.44, s31C, I certify that an appropriation has been made in the total amount of the contract.

_____
(Signature)

_____

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

For AGREEMENT

State of _____

County _____

on this _____ day of _____, 20 _____, before me personally

came _____ to me known, who being me duly

sworn, did depose and say as follows:

That he resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

_____

Notary Public (Seal)

My commission expires _____

TABLE A

| Agreement Subsection Reference | Item | Minimum limits |
|---|---|---|
| 1.06 | Workman's Compensation and Employer's Liability Insurance | As required by the law of the State of Massachusetts |
| 1.06 | General Liability including Contractor's Protective, Completed Operations and Contractual Liability | Bodily Injury/Property Damage including C.U. Coverage<br>_____<br>**$1,000,000** (Each Occurrence)<br><br>**$2,000,000** (Aggregate)<br>_____<br>Blasting and explosion coverage shall be obtained if there is a need for blasting under the contract. |
| 1.06 | Personal Injury Insurance | **$2,000,000** (Aggregate) |
| 1.06 | Automobile Liability including coverage for owned, hired or borrowed vehicles | Bodily Injury/Property Damage<br>_____<br>**$1,000,000** Combined Single Limit (Each Occurrence) |
| 1.06 | Owner's/Contractor's Protective (OCP) Liability & Property Damage | Bodily Injury/Property Damage<br>_____<br>**$3,000,000** (Each Occurrence)<br>**$3,000,000** (Aggregate) |
| 1.06 | Excess/Umbrella Liability Coverage | **$5,000,000** (Each Occurrence)<br>**$5,000,000** (Aggregate) |
| 1.06 | Builder's Risk Insurance (If Applicable) | Total insurable value of all structures, materials, and equipment to be built and installed. |
| 1.13 | a) Time of Completion - Total Contract | All roadway and sidewalk work shall be completed before August 30, 2026. No excavation shall be permitted in existing roadway after August 30, 2026. Project completion date is October 30, 2026. |
| 1.14 | Liquidated damages for each consecutive calendar day of delay after August 30, 2026 of roadway and sidewalk work. | $ 1,200.00 |
| 1.15 | Percentage of Progress Estimate to be Retained | 5% |

SECTION 00600

CONTRACT BONDS

PERFORMANCE BOND

(NOTE: This Bond is issued simultaneously with the attached Labor and Materials Bond in favor of the Owner.)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(an individual, a partnership, a corporation)

duly organized under the Laws of the State **(or Commonwealth)** of _____,

and having a usual place of business at _____,

_____,

as Principal, and _____ , a corporation duly organized

under the Laws of the State **(or Commonwealth)** of _____,

and duly authorized to do business in the Commonwealth of Massachusetts,

and having a usual place of business at _____
as Surety, are holden and stand firmly bound and obligated unto Town of Randolph**,** Massachusetts*,* as obligee, in the sum of

_____
lawful money of the United States of America, to and for the true payment whereof we bind ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated _____ , has entered into a contract with the said obligee for South Main Street & Centre Street Intersection Improvements, in the Town of Randolph**,** Massachusetts, a copy of which agreement is attached hereto and by references made a part hereof.

NOW THEREFORE, THE CONDITION of this obligation is such that if the Principal shall well and truly keep and fully and faithfully perform all of the terms and conditions of said AGREEMENT and of the "Contract Documents" referred to in said AGREEMENT (which collectively are hereinafter and in said AGREEMENT sometimes referred to as the "Contract") and all modifications thereof on the Principal's part to be performed, this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the said Principal shall be, and declared by the Owner to be, in default under the said Contract, the Owner having performed the Owner's obligations thereunder Surety, for value received, shall promptly remedy the default, or, at the option of the Owner, shall promptly.

(a) Complete the said AGREEMENT and/or Contract in accordance with its terms and conditions, or

(b) Obtain a bid or bids for submission to and the approval of the Owner for completing the said AGREEMENT and/or Contract and any modifications thereof in accordance with the terms and conditions thereof, and upon determination by the Owner and the Surety of the lowest responsible and acceptable bidder, arrange for a contract between such bidder and the Owner, and make available to the Owner as the work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less a sum that shall be equal to the difference between the Contract price as fixed and provided in said AGREEMENT and/or Contract or any modifications thereof to be pair thereunder to the Principal and the amount previously paid by the Owner to and/or for the account of and/or chargeable against the Principal, but not exceeding (including other costs and damages for which the Surety may be liable hereunder) the amount set forth in the first paragraph hereof.

The Surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way effect the Surety's obligations on this bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

No right of action shall accrue on this Bond to or for the use of any persons other than the Owner named herein or the heirs, executors, administrators, successors and assigns of the Owner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____

_____ counterparts of this bond, this _____ day of _____,

in the year Two Thousand and _____.

_____ (SEAL)
Principal

_____ (SEAL)
Principal

_____ (SEAL)
Principal

_____ (SEAL)
Surety

_____ (SEAL)
Surety

NOTE:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized officer or officers.

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.

Date of Bond must not be prior to the date of Contract.

**Important**

Surety Companies executing BONDS must appear on the U.S. Treasury Department's most current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts and be authorized to transact business in the state where the PROJECT is located.

The attention of the Surety Companies and Principal executing this Performance Bond is Directed to the fact that said Bond shall remain in full effect throughout the life of any guaranty or warranty periods stipulated in the Contract Documents and/or Agreement.

LABOR AND MATERIALS BOND

(NOTE: This Bond is issued simultaneously with the attached Performance Bonds in favor of the Owner.)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(an individual, a partnership, a corporation)

duly organized under the Laws of the State **(or Commonwealth)** of _____,

having a usual place of business at _____,

_____,

as Principal, and _____a corporation duly organized

under the Laws of the State **(or Commonwealth)** of _____,

and duly authorized to do business in the Commonwealth of Massachusetts,

and having a usual place of business at _____,
as Surety, are holden and stand firmly bound and obligated unto the Town of Randolph**,** Massachusetts, as obligee, in the sum of

_____
lawful money of the United States of America, to and for the true payment whereof we bind ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated _____, has entered into a contract with the said obligee for South Main Street & Centre Street Intersection Improvements, in the Town of Randolph**,** Massachusetts, a copy of which agreement is attached hereto and by references made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such, that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor performed or furnished and for all materials and equipment furnished for or used in or in connection with the Work called for by said AGREEMENT and/or Contract and any modifications thereof, including lumber used but not incorporated in said Work, and for the rental or hire of vehicles, tools and other appliances and equipment furnished for or used in connection with said Work, this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

(a) A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, materials and/or equipment used or reasonably required for use in the performance of the said Work, labor and materials being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental or equipment directly applicable to the said AGREEMENT and/or Contract and any modifications thereof.

(b) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials or equipment were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

(c) No suit or action shall be commenced hereunder by any claimant.

Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials or equipment for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the said Work is located, save that such service need not be made by a public officer;

After the expiration of one (1) year following the date on which the Principal ceased work on said AGREEMENT and/or Contract and any modifications thereof, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the State in which the said Work, or any part thereof, is situated, or in the United States District Court for the district in which the said Work, or any part thereof, is situated, and not elsewhere.

(d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said AGREEMENT and/Contract or said Work, whether or not claim for the amount of such lien be presented under and against this bond.

The surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____

counterparts of this Bond, this _____ day of _____, in

the year Two Thousand and _____.

_____ (SEAL)
Principal

_____ (SEAL)
Principal

_____ (SEAL)
Principal

_____ (SEAL)
Surety

_____ (SEAL)
Surety

NOTE:
If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized officer or officers.

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be executed an approximate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.

Date of Bond must not be prior to the date of Contract.

**Important**

Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

The attention of the Surety Companies and Principal executing this Labor and Materials Bond is directed to the fact that said Bond shall remain in full effect throughout the life of any guaranty or warranty periods stipulated in the Contract Documents and/or Agreement.

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION
For CONTRACT BONDS

State of _____

County of _____

On this _____ day of _____, 20 _____, before

me personally came _____ to me known, who being by me duly

sworn, did depose and say as follows:

That he resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

_____
Notary Public (Seal)

My commission expires _____

## STATE TAX CERTIFICATE

Pursuant to M.G.L., Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

| | |
|---|---|
| _____ | _____ |
| Social Security Number * | Signature of Individual or |
| Or Federal Identification Number * | Corporate Name |
| | by: _____ |
| | Corporate Office (if applicable) |

* Submission of a Social Security Number or a Federal Identification Number is voluntary.

SECTION 00700

GENERAL CONDITIONS


1.01 General Provisions
1.02 Definitions
1.03 Materials and Equipment
- A. General
- B. Handling
- C. Storage of Excavated Material
- D. Inspection
- E. Inspection Away from Site
- F. Samples
- G. Shop testing

1.04 Contractor's Shop and Working Drawings
1.05 Occupying Private Land
1.06 Interference with and Protection of Streets
1.07 Safety
1.08 Existing Facilities
- A. Dimensions of Existing Structures
- B. Proposed Pipe Location
- C. Interference with Existing Works
- D. Existing Utilities or Connections
- E. Failure to Repair
- F. Disturbance of Bounds

1.09 Work to Conform
1.10 Planning and Progress Schedules
1.11 Precautions During Adverse Weather
1.12 Temporary Heat
1.13 Electrical Energy
1.14 Certificates of Conformance
1.15 Patents
1.16 "Or Equal" Clause
1.17 Additional or Substitute Bonds
1.18 Separate Contracts
1.19 Payrolls of Contractor and Subcontractors
1.20 Payments by Contractor
1.21 "Dig Safe" Law
1.22 Fire Prevention and Protection
1.23 Dust Control
1.24 Disposal of Debris
1.25 Night, Saturday, Sunday and Holiday Work
1.26 Length of Work Day
1.27 Hurricane Protection
1.28 Reduction in Scope of Work


## 1.01 GENERAL PROVISIONS

A. The duties and obligations imposed by these General Conditions will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

B. Sections of Division 1, General Requirements govern the execution of the Work of all sections of the specifications.

C. The Specifications are written in imperative and streamlined form. This imperative language is directed to the Contractor, unless stated otherwise.

## 1.02 DEFINITIONS

A. Wherever the words as listed in subsection 1.01 of the AGREEMENT or pronouns used in their stead occur in the Contract Documents, they shall have the meanings as given in the AGREEMENT.

## 1.03 MATERIALS AND EQUIPMENT

A. General

1. Unless otherwise provided in the Contract Documents, only new materials and equipment shall be incorporated in the Work.

2. As soon as possible after execution of the AGREEMENT, submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment proposed to be incorporated into the Work.

3. When shop and working drawings are required as specified below, submit, prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or the supplier have the ability to furnish a product meeting the Specifications.

4. Submit data relating to the materials and equipment proposed to be incorporated into the Work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it conforms to the Contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

B. Handling

1. Handle, haul, and distribute materials and all surplus materials on the different portions of the Work, required to complete the Work in accordance with the Contract Documents.

2. Provide suitable storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished under this Contract, until the final completion and acceptance of the Work.

3. Pay all storage and demurrage charges by transportation companies and vendors.

C. Storage of Excavated Material

1. Place excavated materials and equipment to be incorporated in the Work so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work.

2. Materials shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

D. Inspection

1. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Engineer.

2. No material shall be processed or fabricated for the Work or delivered to the work site without prior concurrence of the Engineer.

3. Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor.

4. Defective materials and equipment shall be removed immediately from the site of the Work.

E. Inspection away from Site

1. If work to be done, away from the construction site, is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time, as determined solely by the Engineer, so that the necessary arrangements for the inspection can be made.

F. Samples

1. Submit samples of materials for tests, as the Engineer deems necessary to demonstrate conformance with the Specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped by the Contractor as directed by the Engineer.

2. Furnish suitable molds for making concrete test cylinders. Except as otherwise expressly specified, the Owner shall make arrangements for, and pay for, the tests.

3. Pack samples so as to reach their destination in good condition, and label to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, notify the Engineer by letter that the samples have been shipped and properly describe the samples in the letter. Send letter of notification separate from the samples.

4. Submit data and samples, or place his orders, sufficiently early to permit consideration, inspection and testing before the materials and equipment are needed for incorporation in the Work. The consequences for failure to do so shall be the Contractor's sole responsibility.

5. In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., provide such samples of workmanship of wall, floor, finish, etc., as may be required.

6. After review of the samples, data, etc. the materials and equipment used for the Work shall in all respects conform therewith.

G. Shop Testing

1. When required, furnish to the Engineer in triplicate, sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

1.04 CONTRACTOR'S SHOP AND WORKING DRAWINGS

A. Submit shop drawings to the Engineer for review and approval.

B. All submittals will be identified as the Engineer may require and in the number of copies also as required by the Engineer.

C. The data shown on the Shop Drawings will be complete regarding quantities, dimensions, specified performance and design criteria, materials and other

data as particular to the Work that the Contractor proposes to provide.

1.05 OCCUPYING PRIVATE LAND

A. Entering or occupying with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner (except after written consent from the proper parties) will not be permitted. A copy of the written consent shall be given to the Engineer.

1.06 INTERFERENCE WITH AND PROTECTION OF STREETS

A. Obtain permits from the governing authorities prior to obstructing any portion of a street, road, or private way. If any street, road or private way is rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as ordered by the governing authorities.

B. Maintain streets, roads, private ways, and walks not closed in a passable and safe condition,

C. Provide at least 24 hours in advance, notice to the Owner, Police, Fire and School Departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. Cooperate with all Departments in the establishment of alternate routes and provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

1.07 SAFETY

A. Take all precautions and provide safeguards to prevent personal injury and property damage. Provide protection for all persons including but not limited to employees and employees of other contractors and subcontractors; members of the public; and employees, agents and representatives of the Owner, the Engineer, and regulatory agencies that may be on or about the Work. Provide protection for all public and private property including but not limited to structures, pipes, and utilities, above and below ground.

B. Provide and maintain all safety equipment such as fences, barriers, signs, lights, walkways, guards and fire prevention and fire-fighting equipment.

C. Comply with all applicable Federal, State and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.

D. Designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.

1.08 EXISTING FACILITIES

A. Dimensions of Existing Structures

1. Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

B. Proposed Pipe Location

1. Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner, acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him for laying and jointing different or additional items where required.

2. Small interior piping is indicated diagrammatically on the Drawings, and the exact location is to be determined in the field. Piping shall be arranged in a neat, compact, and workmanlike manner, with a minimum of crossing and interlacing, so as not to interfere with equipment or access way, and, in general, without diagonal runs.

C. Interference with Existing Works

1. Conduct operations so as to interfere as little as possible with existing works. Develop a program, in cooperation with the Engineer and interested officials, which shall provide for the construction and putting into service of the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted. All work of connecting with, cutting into, and reconstructing existing pipes or structures shall be planned to interfere with the

operation of the existing facilities for the shortest time when the demands on the facilities best permit such interference, even though it may be necessary to work outside of normal working hours to meet these requirements. Electrical connections should be coordinated with the Owner so as to minimize disruption of normal plant operations. Before starting work which will interfere with the operation of existing facilities, perform preparatory work and see that all tools, materials and equipment are made ready and at hand.

2. Repair utilities damaged by the Contractors operations during the progress of the work, and be responsible for correcting all damages to existing utilities and structures at no additional expense to the Owner. Contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the work but the entire responsibility and expense shall be with the Contractor.

3. Make such minor modifications in the work relating to existing structures as may be necessary, without additional compensation.

4. Submit no claim for additional compensation by reason of delay or inconvenience in adapting his operations to the need for continuous flow of sewage.

D. Existing Utilities or Connections

1. The location of existing underground pipes, conduits, and structures, as shown, has been collected from the best available sources. The Owner, together with its agents, does not imply nor guarantee the data and information in connection with underground pipes, conduits, structures and such other parts as to their completeness, nor their locations as indicated. The Contractor shall assume that there are existing water, sewer, gas and other utility connections to each and every building enroute, whether they appear on the drawings or not. An expense and/or delay occasioned by utilities and structures, or damage thereof, including those not shown, shall be the responsibility of the Contractor, at no additional expense to the Owner.

2. Above ground utilities may be present in the areas of the proposed Work. Take all necessary actions and/or precautions, including, but not limited to, utility company notification and necessary relocations (both temporary and permanent), to insure proper protection of those aboveground utilities and appurtenances to be affected by his operations. All costs associated with the aboveground utilities shall be paid by the Contractor at no additional expense to the Owner.

3. If and when encountered, existing utilities shall be properly supported and protected during the construction work and the Engineer shall be notified accordingly. The operation of existing utilities shall not be interrupted except with written permission of the operator and owner of such utilities. Allow ample time for all measures as may be required for the continuance of existing utility operations. Take extreme precautions to minimize disruption of utilities. Make prompt and full restitution for repairs by others for all disruptions caused by operations required to perform the Work.

4. Comply with all requirements of utility organizations involved.

E. Failure to Repair

1. Any emergency rising from the interruption of electric, telephone, gas, water, or sewer service due to the activities of the Contractor, shall be repaired by the Contractor as quickly as is possible.

2. If and when, in the opinion of the Owner, the Contractor is not initiating repair work as expeditiously as possible upon notification to do so, the Owner, may at his own option, make the necessary repairs using his own forces or those of others. The cost of such repairs shall be subtracted from the payments due to the Contractor.

F. Disturbance of Bounds

1. Replace all bounds disturbed during the construction operation, at no additional cost to the Owner. The bounds shall be relocated by a land surveyor approved by the Engineer and registered in the State that the Work is to be done.

1.09 WORK TO CONFORM

A. During its progress and on its completion, the Work shall confirm to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in strict accordance with the Contract Documents and the directions given from time to time by the Engineer.

B. All work done without instructions having been given therefore by the Engineer, without proper lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

## 1.10 PLANNING AND PROGRESS SCHEDULES

A. Before starting the Work and from time to time during its progress, as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the Work and the various steps he intends to take.

B. Within 14 calendar days after the date of formal execution of the AGREEMENT, the Contractor shall prepare and submit to the Engineer (a) a written schedule fixing the dates on which additional drawings, if any, will be needed by the Contractor and (b) a written schedule fixing the respective dates for the start and completion of various parts of the Work. Each such schedule shall be subject to review from time to time during the progress of the Work.

## 1.11 PRECAUTIONS DURING ADVERSE WEATHER

A. During adverse weather and against the possibility thereof, take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required by the manufacturer of the material or equipment to be installed, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other suitable means.

B. During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by suitable means that will result in a moist or dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will be warm throughout when used.

## 1.12 TEMPORARY HEAT

A. If temporary heat is required for the protection of the Work, provide and install suitable heating apparatus, provide adequate and proper fuel, and shall maintain heat as required.

B. Temporary heating apparatus shall be installed and operated in such manner that finished work will not be damaged.

## 1.13 ELECTRICAL ENERGY

A. Make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for the proper completion of the Work and during its entire progress. Provide and pay for all temporary wiring, switches, connections, and meters.

B. Provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

## 1.14 CERTIFICATES OF CONFORMANCE

A. Furnish to the Engineer, in the manner as directed and prior to actual installation, notarized certificates of conformance for all materials to be furnished under this Contract. The notarized certificates of conformance shall state that the material to be furnished meets or exceeds all requirements specified under the Contract Documents. When so directed, the manufacturer’s notarized certificates of conformance, certifying that the materials meet the requirements specified shall accompany each shipment of material. Unless otherwise specifically specified and/or directed by the Engineer, all testing of materials required under this Contract shall be provided by the Contractor at no additional expense to the Owner.

## 1.15 PATENTS

A. Pay, at no additional expense to the Owner, all applicable royalties and license fees associated with the materials and construction methods to be used under this Contract. Defend all suits or claims for infringements of any patent rights, and save the Owner and Engineer harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer (s) is specifically specified with no option to the Contractor. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner.

B. Refer to Specification Section 00500 Article 1.07, Patents, regarding the Contractor's responsibilities for any patent rights associated with the materials and construction methods to be used under this Contract.

1.16 " OR EQUAL" CLAUSE

A. Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product of a particular manufacturer or vendor, any material or article which will perform adequately, in the Engineer's sole judgment and/or opinion, the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance. It shall not be purchased or installed without his written approval. In all cases new material shall be used in the project.

B. If more than one brand, name of material, device, or piece of equipment is shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device or equipment, which in the opinion of the OWNER and/or ENGINEER, is the recognized equal of that specified (considering quality, workmanship, and economy of operation), and is suitable for the purpose intended, may be accepted.

C. ENGINEER will be allowed a reasonable time within which to evaluate submittals for Substitute Items. ENGINEER will be the sole judge of acceptability. No “Or Equal” or Substitute Item will be ordered, installed or utilized without ENGINEER’s prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR’s expense a special performance guarantee or other surety with respect to any “or equal” or substitute. ENGINEER will record time required by ENGINEER and ENGINEER’s Consultants in evaluating substitutes proposed or submitted by CONTRACTOR and in making changes to the Contract Documents. Whether or not ENGINEER accepts a Substitute Item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed Substitute Item.

1.17 ADDITIONAL OR SUBSTITUTE BONDS

A. If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties than upon the performance or payment bonds, the Contractor shall, within five (5) calendar days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be acceptable to the Owner. The Contractor shall pay the premiums on such bonds with no additional expense to the Owner. No further payments shall be deemed due nor will be made until the new Surety or Sureties shall have furnished such as acceptable bond to the Owner.

1.18 SEPARATE CONTRACTS

A. The Owner reserves the right to let other contracts in connection with the construction of the contemplated work of this project or contiguous projects of the Owner. The Contractor, therefore, will afford any such other contractors reasonable opportunity for the introductions and storage of their materials and the execution of their work, will properly connect and coordinate his work with theirs, and will not commit or permit any act which will interfere with the performance of their work.

B. Coordinate operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work.

C. It is essential that all parties interested in the project cooperate to the end that the entire project will be brought to a successful conclusion as rapidly as possible, but the Owner cannot guarantee that no interference or delay will be caused thereby. Interference and delay resulting form such cooperation shall not be basis of claims against the Owner.

1.19 PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

A. The Contractor and each of his Subcontractors shall prepare his payrolls on forms prescribed and in accordance with instructions to be furnished by the Owner. Within seven (7) days after the regular payment date of the payroll, the Contractor shall deliver to the Owner, with copies to the Engineer, a certified legible copy or copies of each such payroll. Each such payroll shall contain the statement required by the Federal Regulations issued pursuant to the "Anti-Kickback Statute", (48 Stat. 948; 18 U.S.C. 874; 40 U.S.C. 276C).

B. Carrying any person on his payrolls not employed by him will not be permitted. Carrying employees of a subcontractor on his payrolls will not be permitted, but such employees must be carried on the payrolls of the employing subcontractor.

C. Each Contractor or Subcontractor shall preserve his weekly payroll records for a period of three (3) years form the date of completion of the Contract. The payroll records shall set out accurately and completely the name, occupational classification, and hourly wage rate of each employee, hours worked by him during the payroll period and full weekly wages earned by him, and deductions made from such weekly wages and the actual weekly waged paid to him. Such payroll records shall be made available at all times for inspection by the Owner or his authorized representatives, the Engineer or by agents of the United States Department of Labor.

## 1.20 PAYMENTS BY CONTRACTOR

A. Pay for all traffic control, safety, transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered. Reimbursable costs for services rendered, as specified in the Contract Documents, shall not be incorporated into partial payment estimates until such time that the Contractor submits to the Engineer actual paid invoices from those in which services were rendered.

## 1.21 " DIG SAFE" LAW

A. Before proceeding with construction operations, the Contractor shall notify the State of Massachusetts Underground Plant Damage Prevention Systems (DIG SAFE at 811), and shall make such supplemental investigations, including exploratory excavations, by hand digging, as he deems necessary to uncover and determine the exact locations of utilities and structures, and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than that shown on the drawings, or which were made known to the Contractor prior to construction operations. The Contractor shall be responsible and liable for all damages to the existing utilities and structures.

B. Before commencing with the construction of any work, identify any water main, gas main, telephone duct, electric duct, and/or other utility present which is or could be in conflict with the proposed work.

C. Relocation of the affected utilities shall be done as directed by the Owner and in accordance with the requirements of the utility company.

D. The attention of the Contractor is directed to the fact that certain utility companies may not fall under the provisions of "DIG SAFE". Individual utility company notifications by the Contractor shall be necessary to insure proper notification and protection of all existing utilities affected by this Contract.

## 1.22 FIRE PREVENTION AND PROTECTION

A. State and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to and all work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

B. Provide fire protection equipment such as water tanks, hoses, pumps, extinguishers, and other materials, and apparatus, for the protection of the contract work, and adjacent property. Trained personnel experiences in the operation of all fire protection equipment and apparatus shall be available on the site whenever work is in progress, and at such other times as may be necessary for the safety of the public and the work.

## 1.23 DUST CONTROL

A. Exercise every precaution and means to prevent and control dust arising out of all construction operations from becoming a nuisance to abutting property owners or surrounding neighborhoods. Pavements adjoining pipe trench shall be kept clean of excess materials wherever and whenever directed by the Engineer. Repeated daily dust control treatment shall be provided to satisfactorily prevent the spread of dust until permanent pavement repairs are made and until earth stockpiles have been removed, and all construction operations that might cause dust have been completed. No extra payment will be made for dust control measures, compensation shall be considered to be included in the prices stipulated for the appropriate items as listed in the Bid.

## 1.24 DISPOSAL OF DEBRIS

A. The materials from the demolition, and those used in the construction of the Work throughout the project, shall be deposited in such a manner so as to not endanger persons or the Work, and so that free access may be had at any time to all hydrants, gates and existing equipment in the vicinity of the work. The materials shall be kept trimmed-up so as to be of as little inconvenience as possible to the public travel and plant operations. All excavated materials not approved for backfill and fill, all surplus material,

and all rock and boulders resulting from the excavations, shall be removed and satisfactorily disposed of off the site by the Contractor, at no additional expense to the Owner.

B. The materials being removed from the pipelines and manholes during the cleaning process shall be deposited in such a manner as to not endanger the public, plant personnel or persons performing the work. Such debris deposits may be of such nature, high in biological organic contents, or chemically aggressive that they will require proper disposal in a safe, health risk free, environment. Contact the Owner and Engineer and all agencies having jurisdiction thereof, for approval of debris disposal methods and locations of disposal, prior to disposing of any or all debris removed form pipe cleaning methods. All debris shall be removed and satisfactorily disposed of off the work site, at no additional expense to the Owner.

1.25 NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK

A. No work shall be done at night or on Saturdays, or Sundays or holidays without the prior written approval of the Owner and Engineer.

1.26 LENGTH OF WORK DAY

A. The Owner retains the right to restrict the Contractor to an eight-hour workday. Such restrictions shall not be the basis for damages or claims against the Owner.

B. The Contractor's attentions is also directed to the fact that should it be deemed necessary to perform various items of work during off-peak flow or traffic hours, early morning or late night hours, then he shall notify the Engineer a minimum of 24 hours in advance as to his intentions and reasons for the change in work hours. The Contractor shall be responsible for properly contacting and informing all involved parties of such a change in work hours. The Contractor shall not be entitled to any additional compensation from the Owner for any expenses that may be incurred by change of working hours and/or scheduling.

1.27 HURRICANE PROTECTION

A. Should hurricane warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

1.28 REDUCTION IN SCOPE OF WORK

A. The Owner reserves the right to decrease the scope of the work to be done under this Contract and to omit any work should the Owner deem it to be in the public interest to do so. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any as set forth in the BID, either prior to executing the contract or at any time during the progress of the work. The Owner further reserves the right, at anytime during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

END OF SECTION

**SECTION 00800**

**SUPPLEMENTARY CONDITIONS**

1.01 General
1.02 Limits of Normal Excavation
1.03 Covering Excavated Trench
1.04 Maintaining Trench Excavations
1.05 Disruption of Storm Drains
1.06 Precaution Against Hydraulic Uplift During Construction
1.07 Blasting
1.08 Special Safety Precautions
1.09 Land, Easements and Rights-of-Way
1.10 Cleaning Finished Work

1.01 GENERAL

A. These Supplementary Conditions are requirements which amend or supplement the General Conditions specified elsewhere.

B. The duties and obligations imposed by these Supplementary Conditions will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

C. Assertion of any claim for any additional compensation or damages on account of and/or the fulfillment of these Supplementary Conditions will not be allowed.

1.02 LIMITS OF NORMAL EXCAVATION

A. In determining the quantities of excavation to which unit prices shall apply, the limits of normal width and depth of excavation shall be as described below, unless other limits are indicated in the Contract Documents.

B. For pipes in trench, the normal width of the trench shall be measured between vertical planes which are a distance apart equal to the sum of 18 inches plus 1-1/3 times the nominal inside diameter of the pipe. If the width so computed is less than 3.0 feet, a width of 3.0 feet shall be taken as the normal width for payment. The normal depth shall be measured to a distance of 0.5 feet below the bottom of the pipe in earth and 0.5 feet in rock, unless there be a cradle underneath the pipe, in which case the normal depth shall be measured to the underside of the cradle. The trench width for the cradle shall be assumed to be that specified above for pipes in the trench.

C. For concrete placed directly against undisturbed earth, the normal width and depth of the excavation for such concrete shall be measured to the neat lines of the concrete as indicated on the Drawings or as ordered.

D. For concrete placed against rock surfaces resulting from rock excavation, the normal width and depth of the excavation shall be measured to 4 inches outside the neat lines of the concrete as indicated on the Drawings or as ordered.

E. For other structures, except manholes as noted below, the normal width shall be measured between vertical planes 1.0 feet outside the neat lines of the several parts of the structure, except that the width at any elevation shall be measured as not less than the width at a lower elevation. The normal depth shall be measured to the underside of that part of the structure for which the excavation is made.

F. No additional width or depth of trenches excavated in earth or rock shall be allowed at standard circular manholes. The pay limit for rock removed outside proposed manholes shall commence one foot (1.0) outside the widest dimension of the structure or shall be the maximum connecting trench width, whichever is greater.

G. Wherever bell holes are required for jointing pipe, they shall be provided without additional compensation over and above that resulting from

1.03 COVERING EXCAVATED TRENCH

A. In addition to the requirements in Section 00700 titled Interference with and Protection of Streets. Cover all open excavations when construction operations are suspended at the end of the day, or in excavated trenches where work is not actually in progress. Cover shall be capable of withstanding AASHTO H20-S16 loading. This cover shall consist of steel plates or some other satisfactory cover of adequate size and strength suitably held in place to keep all traffic out of excavations, all as verified in writing by the Contractor. The cover shall be laid over the excavation until it is backfilled.

1.04 MAINTAINING TRENCH EXCAVATIONS

A. The length of trench opened at any time, from point where ground is being broken to completed backfill, and also the amount of space in streets or public and private lands occupied by equipment, trench, and supplies, shall not exceed the length of space considered reasonably necessary and expedient by the Engineer. In determining the length of open trench or spaces for equipment, materials, supplies and other necessities, the Engineer will consider: the nature of the lands or streets where work is being done; types and methods of construction and equipment being used; inconvenience to the public or to private parties; possible dangers; and other proper matters. All work must be constructed with a minimum inconvenience and danger to the public and all other parties concerned.

B. Whenever any trench obstructs pedestrian and vehicular traffic in or to any public street, private driveway or property entrance, or on private property, take such means as may be necessary to maintain pedestrian and vehicular traffic and access. Until such time as the work may have attained sufficient strength to support backfill, or if for any other reason it is not expedient to backfill the trench immediately, construct and maintain suitable plank crossing and bridges to carry essential traffic in or to the street, driveway or property in question, as specified or directed.

C. Suitable signs, lights, and such items required by Police Authorities to direct traffic, shall be furnished and maintained by the Contractor at his own expense.

D. Keep streets and premises free from unnecessary obstructions, debris and all other materials. The Engineer may, at any time, order all equipment, materials, surplus from excavations, debris and all other materials lying outside that length of working space, promptly removed. Should the Contractor fail to remove such material within 24 hours after notice to remove the same, the Owner may cause any part or all of such materials to be removed by such persons as he may employ, at the Contractor's expense; and may deduct the costs thereof from payments which may be or may become, due to the Contractor under the Contract. In special cases, where public safety urgently demands it, the Owner may cause such materials to be removed at the Contractor's expense without prior notice.

1.05 DISRUPTION OF STORM DRAINS

A. Portions of the Work may be located in areas that are serviced by storm drains. Take extreme precaution to minimize disruption of the drains, and repair and/or make restitution for repairs by others for all disruptions caused by the construction operations.

1.06 PRECAUTION AGAINST HYDRAULIC UPLIFT DURING CONSTRUCTION

A. Protect all structures against hydraulic uplift until such structures have beneficially completed.

1.07 BLASTING AND PRE-CONSTRUCTION BLASTING SURVEY

A. Blasting will not be permitted.

B. In rock excavation it is especially required that the blasting shall be conducted with all possible care in order to avoid injury to persons and property. The rock shall be well-covered and a sufficient warning shall be given to all persons in the vicinity of the work before blasting occurs.

C. The explosives used shall be of such power and placed in such quantities and positions that will not make the excavation unduly large nor shatter unnecessarily upon or against where the work is to be installed nor injure the work already in place. Where masonry is to be built against the rock, all loose or shattered rock shall be completely removed so the masonry can be built firmly in contact with the solid rock.

D. Explosives must be carefully transported, stored, handled and used as required by the local and State laws, and the necessary permits for such transportation, storage, handling, and use shall be obtained by the Contractor who shall show such permits to the Owner and Engineer before any blasting is allowed. Keep on the job only such quantity of explosives as may be needed for the work underway and only during such time as they are being used. Explosives shall be stored in a secure manner and separately from all tools. Caps or detonators shall be stored separately and at a distance at least 100 feet from the explosives. Receptacles especially designed for use in the storage of explosives shall be used, and they shall be proofed against bullet, fire, or other conditions which might cause explosion of the contents. When the need for explosives is ended, all such material remaining on the job shall be promptly removed from the premises.

E. Under any circumstances, the approval of the Owner and Engineer shall be first obtained before blasting is permitted. Where, in the opinion of the Owner, and/or Engineer, blasting is unsafe or dangerous to persons or existing structures and utilities, employ pneumatic tools, drilling and splitting mechanically or by hand or other means not requiring the use of explosives for the removal of rock, boulders or ledge; at no added expense to the Owner.

F. Before any explosives, such dynamite or detonator caps are stored or used at the site of work under this Contract, notify the Police and Fire Departments or other agencies having jurisdiction for instructions relative to the regulations for possession and use of explosives in the project area. Obtain and maintain all required permits or licenses for possession and use of explosives on the site of construction. In addition, the Contractor shall be responsible for:

- A person who shall be responsible for the explosive materials at all times.
- The keeping of records which shall show the date and time, the explosive materials and quantities used for construction, and the materials removed from the site after blasting is completed.
- The non-storage of explosive materials overnight on the site of construction under this Contract.
- The immediate reporting to the Police and Fire Departments or other agencies having jurisdiction of all unaccounted for explosive material.

G. All records relating to the possession and use of explosive materials under this contract shall be open to inspection by the Police Department, Fire Department, the Owner and Engineer, or other agencies having jurisdiction at any time.

H. The use of explosives on privately owned properties shall be subject to additional requirements of the above-mentioned property owner.

I. Cover all blasts with suitable blasting mats in such a manner as to prevent damage to landscape features, structures, facilities, or other surrounding objects, and in a manner that will prevent injury to persons.

J. The use of the maximum number of drill holes, together with the minimum number of explosives in each drill hole and using split-second delayed caps, is the preferred method of accomplishing the blasting operations in conjunction with the rock excavation.

K. Keep all blasting logs of all his blasting operations. The blasting logs shall include all pertinent information with respect to personnel, times, locations, description of charges, methods, details of blasting patterns, excavations and such other information as may be required. Furnish to the Engineer each day that blasting operations are performed, certified copies of the Contractor's blasting logs covering all of his blasting operations.

1.08 LAND, EASEMENTS, AND RIGHTS-OF-WAY

A. As indicated, a portion of the work may be located within easements and/or rights-of-way, obtained or which will be obtained by the Owner, through private property. On all other lands, the Contractor has no rights unless he obtains them from the proper parties as specified in Section 00700, Occupying Private Land.

B. Prior to issuance of the Notice to Proceed, the Owner shall obtain all land, easements and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

C. The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

D. The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of equipment and materials.

E. If however, lands, easements or rights-of-way cannot be obtained before work on the project begins, the Contractor shall begin his work upon such land, easements or rights-of-way as have been previously acquired by the Owner, and no claims for damages whatsoever will be allowed by reason of its inability to procure the lands, easements, or rights-of-way for the said work, the Contractor shall not be entitled to make or assert a claim for damages by reason of the said delay, or to withdraw from the Contract except by consent of the Owner. Time for completion of work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to set forth in writing.

1.09 CLEANING FINISHED WORK

A. After the work is completed, the pipes, manholes and structures shall be carefully cleaned free of debris and dirt, broken masonry, and mortar, and left in first class condition, ready to use. All temporary or excess materials shall be disposed of off-site and the work left broom clean, to the satisfaction of the Engineer.

**END OF SECTION**

# DIVISION 1

## SECTION 01010

## SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Work covered by the Contract, listing of Owner, Project location, Engineer. Sequence requirements, the Contractor's use of the premises and Owner's occupancy requirements.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. The work in the base bid contract includes, but is not limited to, the construction of a new traffic signal and associated conduit, handholes, pullboxes, curbing, curb ramps, curb extensions, sidewalk, pavement striping and signage, temporary traffic controls and signing for construction operations and other various items to complete the improvements. The project will include other improvements in accordance with the plans and these Special Provisions.

B. All work is more particularly indicated, shown or described in the Drawings, Specifications, and other Contract Documents.

1.03 OWNER

**Town of Randolph, Massachusetts,**
**Department of Public Works**
**Attn. Neil McCole, MSF**
**41 South Main Street**
**Randolph, MA 02368**

1.04 PROJECT LOCATION

**South Main Street & Centre Street Intersection Improvements, Randolph MA**

1.05 ENGINEER

A. BETA Group, Inc.
315 Norwood Park South
Norwood, Massachusetts 02062
Telephone: 781-255-1982 / Email: gstevens@beta-inc.com
Contact: Mr. Glenn Stevens, P.E, Project Manager

1.06 WORK SEQUENCE

A. Contractor shall finish all roadway and sidewalk work before August 30, 2026. No excavation shall be permitted in existing roadway after August 30, 2026 unless permitted by the Town.

MassDOT (Project 609399) is planning to be paving this portion of Route 28 this summer. The intent of deadline is that once the new pavement is done by the MassDOT contract, no work will be allowed in the roadway.

Contractor should coordinate with Town and MassDOT Contractor to make sure all roadway work under this contract is completed before paving project starts by MassDOT in this area.

In order that Work may be conducted with minimum inconvenience to the public and, work under this Contract may be coordinated with other work which may be under construction or contemplated, and that work under the Contract may conform to conditions which it has been undertaken or conditions attached to a right-of-way or particular location for this work, the Engineer may determine the point or points and time or times when portions of work will commence or be carried on and may issue orders pertaining to the work sequence, relative to the rate of progress on several portions of the work.

1.07 CONTRACTOR USE OF PREMISES

A. The Contractor's use of premises shall be within the limits shown on the Drawings and as defined in Section 00500 – Contract Agreement, for the performance of the Work.

B. The Contractor shall assume full responsibility for security of all materials and equipment on the site, including those of his subcontractor's.

C. If directed by the Owner, the Contractor shall move any stored items that interfere with operations of the Owner.

D. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

1.08 OWNER OCCUPANCY REQUIREMENTS

A. The roadways within the project area must remain in full service at all times, throughout the duration of the project.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

**END OF SECTION**

**SECTION 01025**

**MEASUREMENT AND PAYMENT**

PART 1 GENERAL

1.01 SCOPE

A. The purpose of this section is to define the basis of measurement and payment for the unit price or lump sum items listed in SECTION 00300, BID PROPOSAL.

B. Section 9.00 of the Commonwealth of Massachusetts Highway Department (MassDOT) 2025 Standard Specifications for Highways and Bridges, are hereby included in its entirety.

1.02 PAYMENT ITEMS

A. Work Items of this Project are referenced with Items Numbers and Item Descriptions similar to those currently in use by the MassDOT, Highway Division.

1.03 BASIS OF MEASUREMENT AND PAYMENT

A. Method of Measurement and Basis of Payment for Work Items shall be as called for under the appropriate section of the MassDOT Standard Specifications, unless modified in Sections 02500, Special Provisions and 02550, Construction Specifications.

**END OF SECTION**

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**SECTION 01035**

**MODIFICATION PROCEDURES**

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Procedures for making modifications to the Contract by change orders or other means.

B. Related Sections

1. Document 00500 - Agreement

1.02 CHANGE ORDERS

A. In general Change Orders will be issued for modification of Contract documents which will incorporate changes in the Contract requirements, including additions or deletions in the Work; for unforeseen field conditions which will necessitate changes in the Work; changes in code provisions or other requirements of federal, state or local authority requiring changes in the Work; changes in the availability of products or for incorporating new products into the work and for changes directed by the Engineer for the benefit of the Owner.

B. Authority to execute Change Orders shall be that of the Engineer and not of the Contractor. Changes Orders will, in general, originate by a "Change Order Proposal Request" or by issuance of a "Construction Change Authorization".

C. Unless authorized by the Engineer, no work shall be performed that is involved in the change until a formal Change Order is issued.

D. To initiate a Change Order, the Engineer will forward a Change Order proposal request describing the proposed changes and if required, include additional or revised drawings and specifications soliciting a formal quotation of cost and time to complete the proposed Change Order work. Upon reaching mutual agreement on the cost and time, the Engineer will sign his approval of the Change Order and submit it to the Contractor for his full signature of acceptance.

1.03 FIELD ORDERS

A. The Engineer may, to avoid costly removal of, or alterations to, present on-going work, issue a Work Directive Change authorizing the Contractor to proceed, subject to later negotiation of the price of the change.

1.04 PRICE AGREEMENTS

A. Prices agreed upon to cover the Change Orders may be either by mutual acceptance of a lump sum or by unit prices as stated in the Contract bid proposal or actual direct cost plus a percentage for overhead, profit and other expenses consistent with Section 00500 – Contract Agreement.

B. Work done by a subcontractor entitles the General Contractor a percentage of the sum of the actual direct cost, not including the subcontractor's overhead and profit, consistent with Section 00500 – Contract Agreement.

C. Method for computing the cost of the change shall be based on the net additional increase. No overhead and profit shall be deducted from prices for changes deleting work.

D. The Change Order form document shall indicate the net adjustment (+/-) to the total Contract price as a result thereof including extension or reduction of time when applicable.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

**END OF SECTION**

**SECTION 01050**

**FIELD ENGINEERING**

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Survey work and other field engineering responsibilities of the Contractor.

1.02 REQUIREMENTS

A. Contractor shall be responsible for layout of the work and the establishing of lines and grades and the following.

B. Establish elevations, lines, levels, reference marks, batter boards, etc., required during the progress of the Work. Verify such marks by instrument to confirm accuracy.

C. Locate and protect survey control and reference points.

D. Make, check, and be responsible for all measurements and dimensions necessary for the proper construction of the Work.

E. Engineer will be permitted to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor. The Contractor shall correct any errors found in lines, elevations, reference marks, batter boards, etc. Such a check shall not be construed as approval of the Contractor's work and shall not relieve or diminish the responsibility of the Contractor for the accurate construction and completion of the Work.

F. Control datum for survey as shown on Drawings.

1.03 QUALITY ASSURANCE

A. Qualifications: Employ a Civil Engineer or Land Surveyor registered within the Commonwealth of Massachusetts, acceptable to the Engineer.

B. Certifications: Submit certificate signed by the Contractor’s Engineer or Land Surveyor stating elevations and locations of the Work are in conformance with the Contract Documents.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

**END OF SECTION**

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**SECTION 01067**

**COMMONWEALTH OF MASSACHUSETTS AND LOCAL REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

A. EXCERPTS FROM MASSACHUSETTS STATUTES

B. MINIMUM WAGE RATES

C. SAFETY AND HEALTH

1.02 EXCERPTS FROM MASSACHUSETTS STATUTES

A. In addition to the requirements as set forth under "Compliance with Laws" in the AGREEMENT, particular attention is directed to certain stipulations of Chapter 149 of the General Laws of Massachusetts, as amended to date as follows:

Section 25. "Every employee in public work shall lodge, board, and trade where and with whom he elects; and no person or his agents or employees under contract with the commonwealth, a county, Town or town, or with a department, board, commission or officer acting therefore, for the doing of public work shall directly or indirectly require, as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person. This section shall be made a part of the contract for such employment."

Section 26. "In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause forty-three of section seven of chapter four and who are qualified to perform the work to which the employment relates;

and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers then to citizens of the United States, and every contract for such work shall contain a provision to this effect."

Section 34. "Every contract, except for the purchase of, material or supplies, involving the employment of laborers, workmen, mechanics, foremen, or inspectors, to which the commonwealth or any county or any town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than 48 hours in any one week, or more than six days in any one week, except in cases of emergency, or in case any

town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid..."

Section 34A. "Every contract for the construction, alteration, maintenance, repair or demolition of or addition to, any public building or other public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall, before commencing performance of such contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and that the contractor shall continue such insurance in full force and effect during the term of the contract. No officer or agent contracting in behalf of the commonwealth or any political subdivision thereof shall award such a contract until he has been furnished with sufficient proof of compliance with the aforesaid stipulations. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the officer or agent who awarded the contract at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing receipt of the addressee requested, shall be a sufficient notice…"

Section 34B. "Every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the commonwealth or any political subdivision thereof shall contain stipulations requiring that the contractor shall pay to any reserve police officer employed by him in any Town or town the prevailing rate of wage paid to regular police officers employed by him in such Town or town."

Attention is directed to Chapter 774 of the Acts of 1972 amending Section 39F of Chapter 30 to read as follows:
Section 39F. "(1) Every contract awarded shall contain the following subparagraphs and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

"(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to sub-paragraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor;

and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontractor work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontractor including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment for a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor."

Section 39L. The commonwealth and every county, Town, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or sub-bids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for the work with, and shall not approve as a subcontractor furnishing labor and materials for a part of the work, a foreign corporation which has not filed with the awarding authority a certificate of the state secretary stating that the corporation has complied with requirements of section 15.03 of subdivision A of Part 15 of chapter 156D and the date of compliance, and further has filed all annual reports required by section 16.22 of subdivision B of Part 16 of said chapter 156D, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the commonwealth.

Attention is also directed to Chapter 774 of the Acts of 1972 further amending Chapter 30 by adding after Section 39M the following section:

Section 39M. (b) Specifications for such contracts, and specification for contracts awarded pursuant to the provisions of said sections forty-four A to forty-four L of said chapter one hundred and forty-nine, shall be written to provide for full competition for each item of material to be furnished under the contract; except, however, that said specifications may be otherwise written for sound reasons in the public interest stated in writing in the public records of the awarding authority or promptly given in writing by the awarding authority to anyone making a written request therefore, in either instance such writing to be prepared after reasonable investigation. Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished; and an item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said named or described materials.

Section 39N. "Every contract subject to section forty-four A of chapter one hundred forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."

Attention is also directed to Chapter 1164 of the Acts of 1973 further amending Chapter 30 by adding after Section 39N the following two sections:

Section 39O. "Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety…

"(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more due to a failure of the awarding authority shall make an adjustment in the contract but shall not include any profit to the general contractor on such increase; and provide further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the data of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than 20 days before the general contractor notified the awarding abutting of the act or failure to act involved in the claim."

Section 39P. "Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the

decision be made promptly and, in any event no later than thirty days after the written submission for decision; but if such decision required extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the data by which the decision will be made."

Attention is also directed to Chapter 30, Section 39R of the General Laws of Massachusetts as amended to date as follows:

Section 39R. (a) The words defined herein shall have the meaning stated below whenever they appear in this section:

(1) "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to section thirty-nine M of chapter thirty, sections forty-four A through forty-four H, inclusive, of chapter one hundred forty-nine and sections thirty B through thirty P, inclusive, of chapter seven.

(2) "Contract" means any contract awarded or executed pursuant to sections thirty B through thirty P, inclusive, of chapter seven and any contract awarded or executed pursuant to section thirty-nine M of chapter thirty, or sections forty-four A through forty-four H, inclusive, of chapter one hundred forty-nine, which is for an amount or estimated amount greater than one hundred thousand dollars.

(3) "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memorandum invoices, computer printouts, tapes, discs, papers and other documents transcribed information of any type, whether expressed in ordinary or machine language.

(4) "Independent Certified Public Accountant" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

(5) "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a delineation to express an opinion for stated reasons.

(6) "Accountant's Report", when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which she/he has made and sets forth his/her opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed the reason therefor shall be stated. An accountant's report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to

the independent certified public accountant, and that the audited financial statement is a true and complete statement of a financial condition of the contractor.

(7) "Management", when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.

(8) Accounting terms, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

(b) Subsection (a) (2) hereof notwithstanding, every agreement or contract awarded or executed pursuant to sections 30B through 30P, inclusive, of chapter seven, and pursuant to section 39M of chapter 30 or to section 44A through 44H, inclusive, of chapter 149, shall provide that:

(1) The contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and

(2) until the expiration of six years after final payment, the awarding authority, office of inspector general, and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the contractor or of his/her subcontractors that directly pertain to, and involve transactions relating to, the contractor or his/her subcontractors, and

(3) if the agreement is a contract as defined herein, the contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his/her description the date of the change and reasons therefore, and shall accompany said description with a letter from the contractor's independent certified public accountant approving or otherwise commenting on the changes, and

(4) if the agreement is a contract as defined herein, the contractor has filed a statement of management on internal accounting controls as set forth in paragraph (c) below prior to the execution of the contract, and

(5) if the agreement is a contract as defined herein, the contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in paragraph (d) below.

(c) Every contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the contractor and its subsidiaries reasonably assures that:

(1) transactions are executed in accordance with management's general and specific authorization;

(2) transactions are recorded as necessary

i. to permit preparation of financial statements in conformity with generally accepted accounting principles, and

ii. To maintain accountability for assets;

(3) access to assets in permitted only in accordance with management's general or specific authorization; and

(4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Every contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that she/he has examined the statement of management on internal accounting controls, and expressing an opinion as to

(1) whether the representations of management in response to this paragraph and paragraph (b) above are consistent with the result of management's evaluation of the system of internal accounting controls; and

(2) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

(d) Every contractor awarded a contract by the commonwealth or by any political subdivision thereof shall annually file with the awarding authority during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by sub accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the awarding authority upon request.

(e) The office of inspector general, the deputy commissioner for capital planning and operations and any other awarding authority shall enforce the provisions of this section. The deputy commissioner of capital planning and operations may after providing an opportunity for the inspector general and other interested parties to comment, promulgate pursuant to the provisions of chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to all awarding authorities. A contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to section forty-four C of Chapter one hundred forty-nine.

(f) Records and statements required to be made, kept or filed under the provisions of this section shall not be public records as defined in section seven of chapter four and shall not be open to public inspection; provided, however, that such records and statements shall be made available pursuant to the provisions of clause (2) of paragraph (b).

1.03 MINIMUM WAGE RATES

A. Minimum Wage Rates as determined by the Commissioner of Department of Labor and Industries under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information of Minimum Wage Rates for those

trades-people who may be employed for the proposed work under this contract. Minimum wage rates are included at the end of this section.

1.04 SAFETY AND HEALTH

A. This project is subject to the Safety and Health regulation of the U.S. Department of Labor set forth in 29 CFR Part 1926, Commonwealth of Massachusetts Regulations CMR 454, and to the Massachusetts (Department of Labor and Industries,) Division of (Industrial) Occupational Safety "Construction Industry Rules and Regulations for the Prevention of Accidents in Construction operations (Chapter 454 CMR 10.00 et. seq.)". Contractors shall be familiar with the requirements of these regulations.

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**SECTION 01170**

**ENVIRONMENTAL PROTECTION**

## PART 1 GENERAL

### 1.01 SUMMARY

A. Section Includes

1. Requirements for environmental protection during and as the result of construction operations under this Contract except for those measures set forth in other provisions of these Specifications.

### 1.02 QUALITY ASSURANCE

A. Requirements of regulatory agencies:

1. In order to prevent environmental pollution and to provide for environmental protection arising from construction activities related to the performance of this Contract, the Contractor shall comply with all applicable Federal, State, and local laws and regulations concerning environmental protection, as well as the specific requirements stated in the Section and elsewhere in the Specifications.

## PART 3 EXECUTION

### 3.01 PROTECTION OF LAND RESOURCES

A. It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their present condition, or be restored to a condition after completion of construction, that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his construction activities to areas defined on the Drawings or in the Specifications except with written approval of the property owners and the Engineer.

B. Limits of working areas include areas for storage of construction material, and shall be cleared in a manner which will enable satisfactory restoration and which will not affect the environment during or after the construction period. The Contractor shall not enter beyond the working limits of the working area except with written approval of the Engineer and Owner.

C. Location of areas for storage of the Contractor's materials required temporarily in the performance of the work, shall be within the limits of the working area and shall require written approval of the Engineer prior to use. The preservation of the landscape shall be an imperative consideration.

### 3.02 PROTECTION OF WATER RESOURCES

A. Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumen's, calcium chloride, acids or harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable Federal, State, County, and Municipal laws concerning pollution of rivers, streams and impounded water. All work under this Contract shall be performed in such

a manner that objectionable conditions will not be created in streams through, or bodies of water adjacent to, the project area.

B. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation basins or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. The area of bare soil exposed at any one time by construction operations should be held to a minimum.

C. Apply temporary mulch on denuded ground immediately after rough grading is completed. This shall apply to all areas not subject to appreciable traffic during construction, even those that are to receive some form of construction later if ground is to be exposed 30 days or more.

D. Stream and drainage ditch crossings by fording with equipment shall be limited to control turbidity, and in areas of frequent crossings, temporary culverts or bridge structures shall be installed. Any temporary culverts or bridge structures shall be removed upon completion of the project. Fills and waste areas shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.

E. Special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides and insecticides, and cement and surface drainage from entering public waters.

F. Disposal of any materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams or other waterways shall be disposed of by the Contractor in accordance with the applicable governing regulations. If any waste material is dumped in unauthorized area, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as specified hereinbefore, and replaced with suitable fill material, compacted and finished with topsoil, all at the expense of the Contractor.

3.03 MAINTENANCE

A. The Contractor shall dispose of all discarded debris and aggregate samples in a manner approved by the Engineer. Toilet facilities shall be kept clean and sanitary at all times. Services shall be performed at such a time and in such a manner to least interfere with the operations. Services shall be accomplished to the satisfaction of the Engineer.

B. The Contractor shall frequently remove materials no longer required on the site so that, at all times, the site, access routes to the site and any other areas disturbed by his operations shall present a neat, orderly, workmanlike appearance.

3.04 DUST CONTROL

A. Contractor shall maintain all excavations, embankments, stockpiles, and all other work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others or contaminate surface water.

3.05 NOISE CONTROL

A. Contractor shall use every effort and means possible to minimize or eliminate noise caused by his operation which the Engineer may consider objectionable.

3.06 LITTER CONTROL

A. Any litter generated by the Contractor's operation, whether from disturbance of existing buried solid waste or generated in the course of performing the work under Contract, shall be collected and properly disposed of on a daily basis.

3.07 PROHIBITED CONSTRUCTION PROCEDURES

A. Contractor is advised that the disposal of excess excavated material in wetlands, stream corridors, and floodplains is strictly prohibited. Any violation of this restriction by the Contractor or any person employed by him, will be brought to the immediate attention of the responsible regulatory agencies.

B. Contractor shall comply with the following requirements regarding prohibited construction procedures as follows:

1. Dumping of spoil material into any stream corridor, any wetland, any surface waters, or at unspecified locations.
2. Indiscriminate, arbitrary or capricious operation of equipment in any stream corridors, any wetlands or surface waters.
3. Pumping of silt-laden water from trenches or other excavations into any surface waters, any stream corridors or any wetlands.
4. Damaging vegetation adjacent to, or outside of, the area of the work.
5. Disposal of trees, brush and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified locations.
6. Permanent or unspecified alteration of the flow line of any stream.
7. Open burning of project debris.
8. Location of storage stockpile areas in environmentally sensitive areas.
9. Disposal of excess or unsuitable excavation material in wetlands or floodplains, even with permission of the property owner.

**END OF SECTION**

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**SECTION 01200**

**PROJECT MEETINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Administrative and procedural requirements for project meetings.

1.02 PRECONSTRUCTION CONFERENCE

A. Engineer or Town will schedule and administer a pre-construction conference.

B. Pre-construction conference will be scheduled and administered within fourteen (14) calendar days after the dated "Notice to Proceed". The Contractor shall be prepared to address such topics as projected construction schedules, major personnel, critical work areas, construction facilities and shop drawing submittals.

1.03 Progress meetings

A. Engineer or Town will schedule and administer progress meetings and specially called meetings throughout the duration of the Work at minimum monthly intervals.

B. Time and location of such meetings shall be designated by the Engineer and shall be convenient for all parties involved.

C. Engineer or Town will, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies to participants.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

**END OF SECTION**

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**SECTION 01300**

**SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for submission of schedules and shop drawings.

1.02 PROGRESS SCHEDULE

A. Within fourteen (14) calendar days after execution of the Contract Documents, the Contractor shall submit to the Engineer for review a construction progress schedule conforming to requirements specified. This schedule should show the proposed dates of commencement and completion of each of the various subdivisions of work required under this Contract and the anticipated monthly percentage of completion based on the total contract price. The Contractor shall be responsible for updating and/or revising this schedule whenever directed by the Engineer throughout the duration of the Contract.

B. Special attention is directed to the requirement that the Contractor shall start the Work, as specified under this Contract, no later than thirty (30) calendar days after the execution of the Contract Documents, unless otherwise directed by the Owner. The Contractor shall comply with all pre-construction requirements as specified. The Owner reserves the right to delay the commencement of the Work or any part thereof if the specified requirements as determined by the Engineer have not been satisfied. The Owner further reserves the right to limit or, delay construction, or certain activities thereof, in certain areas of the Contract should the Owner deem it to be in the public's best interest and/or safety to do so.

C. Contractor shall contact the appropriate town or Town authorities concerning any public or semi-public events that may occur during the construction period that may affect construction. The Contractor alone shall be responsible for arranging his construction sequence to conform to any restrictions these events may impose. No claims for extras will be allowed because of any delay, extra materials handling, extra excavation, etc. caused by the imposed restrictions. However, additional time may be granted for completion of the work to compensate for delays caused by said restrictions.

1.03 SHOP DRAWINGS

A. Submit electronic copies of all shop and working drawings of concrete reinforcement, structural details, piping layout, utility structures, castings, wiring, materials fabricated especially for the Contract, and materials and equipment for which such drawings are specifically requested.

B. A maximum of two (2) submittals of each shop drawing will be reviewed by the Engineer. If more submittals are required due to the Contractor’s neglect or failure to fulfill the requirements of the Contract plans and specifications, or to make corrections or modifications required by the Engineer in the review of the first two submittals, the Engineer will review the submittal and the Contractor will be responsible for the cost of the review, as determined by the Owner based on the Engineer’s documentation of time and rates for additional services established in the Engineering Agreement between the Owner and the Engineer.

C. If resubmittals on shop and working drawings are required, the Engineer will retain electronic copies, and electronic copies will be returned to the Contractor. When resubmittals are returned to the Engineer, six copies of the complete submittal shall again be required.

**D.** Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When the dimensions are of particular importance, or when specified, the drawings shall be certified by the manufacturer or fabricator as correct for the Contract. **The Contractor shall also be required to certify on the submitted drawings or catalog cuts that the equipment or materials are accepted by him and in conformance with the plans and Specifications.**

E. When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted in place of shop and working drawings.

F. Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings to eliminate delay to the Work due to the absence of such drawings. All shop and working drawings must be submitted to the Engineer within thirty (30) calendar days prior to incorporation into the Work, unless otherwise permitted by the Engineer. **Prior to the submittal of any shop drawings, the Contractor shall submit a schedule of proposed shop drawing transmittals.** The schedule shall identify the subject matter of each transmittal, the corresponding specification section number and the proposed date of submission. Prior to and during the progress of the Work the schedule shall be revised and resubmitted as requested by the Engineer.

G. No material or equipment shall be purchased or fabricated for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements. All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.

H. Until the necessary review has been made, the Contractor shall not proceed with any portion of the Work (such as the construction of foundations) for which review is required.

I. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop and working drawings. All drawings shall be clearly marked with the names of the Owner, Contractor, and building, equipment, or structure to which the drawing applies, and shall be suitable numbered. Submitted shop drawings shall be accompanied by a letter of transmittal, completed by the Contractor provided by the Engineer.

J. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.

K. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal.

L. The review of shop and working drawings by the Engineer will be general only, and nothing contained in this Section shall relieve, diminish or alter in any respect the responsibilities of the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance as specified. The Contractor shall be responsible for errors and omissions in shop drawings.

M. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires, appurtenances, or layouts etc., either existing or as detailed on the Drawings, he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do the work necessary to make such modifications.

N. The Contractor shall furnish additional copies of shop drawings or catalog cuts when so requested.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

**END OF SECTION**

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**SECTION 01400**

**QUALITY CONTROL**

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for Contractor's quality control of products, suppliers, manufacturers, services, site conditions, and workmanship, to produce Work of specified quality.

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Comply fully with manufacturers' instructions, including each step in sequence.

B. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

D. Perform work by persons qualified to produce workmanship of specified quality.

E. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.03 FIELD SAMPLES

A. Install field samples at the site as required by individual specifications sections for review.

B. Acceptable samples represent a quality level for the Work.

C. Where field sample is specified to be removed, clear area only after field sample has been accepted by the Engineer.

1.04 CERTIFIED WELDERS

A. Structural welds shall be made only by operators who have been qualified by tests, as prescribed in the "Standard Qualification Procedure" of the American Welders Society, to perform the type of work required.

B. Pipe welds shall be made only by operators who have been qualified by the National Certified Pipe Welding Bureau and each operator's qualification record shall be submitted to the Engineer before any work is performed.

C. Shop welding shall be in accordance with the "Code for Welding in Building Construction".

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

**END OF SECTION**

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**SECTION 01410**

**LABORATORY TESTING**

## PART 1 GENERAL

### 1.01 SUMMARY

A. Section Includes

1. Qualification, duties and responsibilities of testing laboratories.
2. Coordination and scheduling responsibilities of the Contractor.

B. Related Sections

1. Section 01600 - Materials and Equipment

### 1.02 PAYMENT PROCEDURES

A. Initial Testing

1. Unless otherwise specified herein, the Contractor will pay for initial testing services, including borings for mast arms, as required by the Engineer. Owner shall select the testing agency.

B. Retesting

1. When initial tests indicate noncompliance with the Contract Documents, subsequent retesting occasioned by the noncompliance shall be performed by the same testing agency, and costs thereof will be incidental to the contract.

C. Contractors Convenience Testing

1. Inspecting and testing performed exclusively for the Contractor's convenience or a required by him by the technical specifications shall be the sole responsibility of the Contractor.

### 1.03 REFERENCES

A. American Society for Testing and Materials (ASTM)

1. E329, Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection

### 1.04 REQUIREMENTS

A. Work included:

1. Cooperate and coordinate with the Owner’s selected testing agency and all others responsible or testing and inspecting the Work.
2. Provide other testing and inspecting as specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.
3. Where no testing requirements are described, but the Owner directs testing, the Contractor shall provide testing under the requirements of this Specification.

B. Work not included:

1. Selection of testing laboratory: The Owner will select a qualified independent testing laboratory.

1.05 QUALITY ASSURANCE

A. Qualifications

1. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E329.

B. Regulatory requirements

1. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.
2. Regulatory Requirements Inspections and tests required by codes or ordinances, or by a plan approved authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Comply with pertinent provisions of Section 01600 - Materials and Equipment.

B. Promptly process and distribute, to the Engineer, required copies of test reports and instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the Work.

1.07 SCHEDULING

A. Establishing schedule

1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.
2. Provide all required time within the construction schedule.
3. Coordinate testing activity with the appropriate testing laboratory.

B. Revising schedule

1. When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.

C. Adherence to schedule

1. When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

A. Site Tests

1. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.

2. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

**END OF SECTION**

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**SECTION 01510**

**TEMPORARY UTILITIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for temporary utilities required during construction.

1.02 GENERAL REQUIREMENTS

A. Contractor is responsible for payment of all costs associated with the installation and operation of all temporary utilities necessary for the completion of the work.

1.03 TEMPORARY WATER

A. If needed, temporary pipelines and connections from the permanent service lines, upon water department approval necessary for the use of the Contractor and his Subcontractors shall be installed, including meter and backflow, protected, and maintained at the expense of the Contractor.

B. Contractor shall provide adequate supply of drinking water from an approved source of acceptable quality, satisfactorily cooled, for his employees and those of his Subcontractors.

1.04 TEMPORARY ELECTRICITY

A. If needed, provide electrical energy required for temporary lighting and power.

B. Contractor shall bear all costs necessary to provide a temporary, separately metered electric service for construction. Electrical work to be done in accordance with applicable codes.

1.05 TEMPORARY SANITARY FACILITIES

A. Provide adequate sanitary facilities for the use of those employed on the Work. Sanitary facilities shall be made available when the first employees arrive on the site of the Work, be properly secluded from public observation, and be maintained during the progress of the Work in suitable numbers.

B. Maintain sanitary facilities in an orderly and sanitary condition at all times and enforce their use. Rigorously prohibit the committing of nuisances on the site of the Work, on the lands of the Owner, or any adjacent property.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

**END OF SECTION**

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**SECTION 01560**

**TEMPORARY CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for cleaning, maintenance of the site, barriers and fences required during construction.

1.02 CLEANING DURING CONSTRUCTION

A. Contractor shall perform clean-up operations during construction as herein specified.

1. Control accumulation of waste materials and rubbish; periodically dispose of off-site. Bear all costs, including fees resulting from disposal.
2. Maintain project in accordance with all local, State and Federal Regulatory Requirements.
3. Store volatile wastes in covered metal containers, and remove from premises.
4. Prevent accumulation of wastes that create hazardous conditions.

B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on site.
2. Do not dispose or volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
3. Do not dispose of wastes into streams or waterways.
4. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
5. Use only those cleaning materials and methods recommended by manufacturer of surface material to be cleaned.
6. Execute cleaning to ensure that the buildings, the sites, and adjacent properties are maintained free from accumulations of waste materials and rubbish and windblown debris, resulting from construction operations.
7. Provide on-site containers for collection of waste materials, debris, and rubbish.
8. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas off the construction site.
9. Handle material in a controlled manner with as little handling as possible. Do not drop or throw materials from heights.
10. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not damage surrounding surfaces.
11. During its progress, the work and the adjacent areas affected thereby shall be kept cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible.
12. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes, structures, work done under this contract, or elsewhere during the course of the Contractor’s operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc. shall, upon completion of the work, be left in a clean and neat condition.

1.03 DUST CONTROL

A. Provide adequate means for the purpose of preventing dust caused by construction operations throughout the period of the construction contract.

B. This provision does not supersede any specific requirements for methods of construction or applicable general conditions or performance obligations of the Contractor.

1.04 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.

B. Minimize amount of bare soil exposed at one time.

C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.

D. Construct fill and waste areas by selective placement to avoid erosive surface silts for clays.

E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

F. Construct sediment control devices for discharge from dewatering trenches.

G. Construct all sedimentation control devices shown on the plans.

1.05 NOISE CONTROL

A. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.

B. Execute construction work by methods and by use of equipment which will reduce excess noise.

1. Equip air compressors with Silencers, and power equipment with mufflers.
2. Manage vehicular traffic and scheduling to reduce noise.

1.06 POLLUTION CONTROL

A. Special care shall be taken to prevent contamination or muddying up or interfering in any way with the stream flows, if any along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water of any pools or other bodies of water.

1.07 SURFACE WATER CONTROL

A. Take all precautions to prevent damage to the work or equipment by high waters or by storms. Engineer with the approval of the Owner may prohibit the carrying out of any work at any time when in his judgment, high water or storm conditions are unfavorable or not suitable, or at any time, regardless of the weather, when proper precautions are not being taken to safeguard previously constructed work or work in progress.

B. In case of damage caused by the failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or rebuild such parts of the damaged work, as the Engineer may require, at no additional expense to the Owner.

1.08 BARRIERS AND ENCLOSURES

A. Fences and Barricades

1. Provide and maintain temporary fences, barriers, lights, guardrails, and barricades as indicated in the Contract Documents, or as necessary to secure the Work and adjacent property, and protect persons and property.

B. Protection of Trees

1. The Contractor shall take care not to harm trees along the sides of roads or within the existing facility in which the construction work is to be done or trees on adjacent lands except as indicated on the drawings or with the written permission of the Owner and any other owner of the trees involved. Care shall be taken not to cut tree roots so as to harm the growth of trees to remain.
2. If, in the opinion of the Engineer, any trees damaged during construction can be repaired, the Contractor shall satisfactorily repair same at no further cost to the Owner.
3. If, in the opinion of the Engineer, any tree damaged during construction cannot be repaired and should be removed, the Contractor shall satisfactorily remove and replace, in kind, same at no further cost to the Owner.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

**END OF SECTION**

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**SECTION 01570**

**TRAFFIC REGULATIONS**

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for traffic control for the duration of the Contract.

1.02 REFERENCES

A. Manual of Uniform Traffic Control Devices (MUTCD) Latest Edition, including all latest revisions.

1.03 PERFORMANCE REQUIREMENTS

A. Contractor shall have the sole responsibility for the maintenance and protection of traffic.

B. An authorized representative of the Contractor shall be available on a 24-hour basis for the duration of the Contract for the purpose of correcting construction related impediments or hazards.

1.04 SHOP DRAWINGS

A. In accordance with SECTION 01300 – SUBMITTALS, submit a traffic plan delineating requirements of this section, and the Contract Drawings. Traffic control plans shall detail all typical work zones and detours.

1.05 SITE CONDITIONS

A. Replace, at no cost to the Owner, pavement markings, legends and lane arrows removed or damaged by the construction operation.

B. Restore temporary detours to original condition.

C. Replace traffic signal loops damaged during construction within 72 hours.

PART 2 PRODUCTS

2.01 TRAFFIC CONTROL DEVICES

A. In accordance with the MUTCD.

PART 3 EXECUTION

3.01 INSTALLATION OF TRAFFIC CONTROL DEVICES

A. In accordance with the MUTCD.

3.02 PROTECTION OF TRAFFIC

A. Barricade trenches and roadway excavations at the end of each work period with temporary precast concrete barriers, properly lighted and marked to guide traffic to designated travel lane, or other means acceptable to the Engineer and approved on the Traffic Plan.

B. Maintain and protect traffic movements for the entire length of the project.

C. Keep one lane of traffic open at all times except for brief stoppages dictated by the construction operation involving safety of vehicles in the travel lanes.

D. Maintain access to business and private ways during construction operations.

E. Furnish sufficient number of signs, temporary precast concrete barriers, warning lights, drums and traffic cones to warn traffic of construction and guide traffic through the construction area in accordance with the MUTCD.

**END OF SECTION**

# SECTION 01600

# MATERIALS AND EQUIPMENT

## PART 1 GENERAL

### 1.01 SUMMARY

A. Section Includes

1. Requirements for delivery, storage, handling and installation of systems, materials, manufactured units, equipment, components, and accessories used in the work.

B. Related Sections

1. Section 01300 - Submittals

### 1.02 DELIVERY

A. Refer to Specifications' Sections for requirements pertaining to delivery and handling of materials and equipment.

B. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturers' unopened containers or packaging, dry.

C. Provide equipment and personnel to handle products by methods to prevent soiling or damage.

D. Promptly inspect shipments to assure that products comply with requirements, that quantities are correct, and products are undamaged.

### 1.03 STORAGE AND PROTECTION

A. Refer to Specifications' Sections for requirements pertaining to storage and protection of materials and equipment.

B. Store products in accordance with manufacturers' instruction, with seals and labels intact and legible. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturers' instructions.

C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.

D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.

E. Arrange storage to provide access for inspection. Periodically inspect to assure that products are undamaged, and are maintained under required conditions.

1.04 INSTALLATION STANDARDS

A. Comply with Specifications and referenced standards as minimum requirements.

B. Components required to be supplied in quantity within a Specification Section shall be the same, and shall be interchangeable.

C. Do not use materials and equipment removed from existing structures, except as specifically required, or allowed, by the Contract Documents.

D. Perform work by persons qualified to produce workmanship of specified quality.

E. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

F. When work is specified to comply with manufacturers' instructions, submit copies as specified in Section 01300 - Submittals, distribute copies to persons involved, and maintain one set in field office.

G. Perform work in accordance with details of instructions and specified requirements.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

**END OF SECTION**

**SECTION 01800**

**MAINTENANCE**

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedures for maintaining work completed under this Contract.

1.02 MAINTENANCE PERIOD

A. The general maintenance period for all construction or materials under this Contract shall be one (1) year subsequent to the date of the acceptance of the work by the Owner, or as provided by other sections of this Specification.

B. If the Owner puts any structure or equipment to use prior to acceptance of all work under the Contract, the maintenance period for such structures or equipment shall be calculated from the time use begins.

C. Contractor agrees to replace the material which does not conform to the Contract requirements, and to repair any damage of material or work without cost to the Owner, to satisfaction of Engineer, in conformance with Contract Documents provided orders for replacement and/or repairs are received in writing by the Contractor within the one year period.

D. This Section shall in no way limit the duration of the Contractor's responsibility for the correction of any defect due to workmanship or materials provided by the Contractor which are not in compliance with the Contract Documents.

1.03 ABUSE OF WORK

A. Contractor is not obligated to perform work of replacement or repair that he may prove is required because of abuse by parties other than the Contractor, after the date the Owner puts to continuous use the work requiring replacements or repair, or after date the Owner has approved the Certificate of Completion.

1.04 EMERGENCY REPAIRS

A. If the Owner deems necessary, the Owner shall order replacement or repairs be undertaken within 24 hours.

B. If the Contractor delays or fails to make the ordered replacement or repairs within the time specified, the Owner shall have the right to make such replacements or repairs and the expense shall be deducted from moneys due the Contractor, or moneys of the Contractor retained by the Owner.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

**END OF SECTION**

# TOWN OF RANDOLPH
# SOUTH MAIN STREET & CENTRE STREET
# INTERSECTION IMPROVEMENTS

## SECTION 02500
## SPECIAL PROVISIONS

### SCOPE OF WORK

The work consists of, but is not limited to, the intersection improvements of South Main Street and Centre Street. The work primarily consists of sidewalk and pedestrian curb ramps improvements, granite curb installation, roadway narrowing, installation of a new traffic signal at the intersection, temporary pavement markings, signage and other various items to complete the intersection improvements.

Roadway milling and overlay will be done under MassDOT District 6 contract after the improvements completed.

All work under this Contract shall be done in conformance with the *2025 Standard Specifications for Highways and Bridges*, the latest *Supplemental Specifications*, the *2025 Construction Standard Details*, the *Traffic Management Plans and Detail Drawings*, *MassDOT Work Zone Safety Temporary Traffic Control,* the *1990 Standard Drawings for Signs and Supports*; the 2015 Overhead Signal Structure and Foundation Standard Drawings, the *2023 Manual on Uniform Traffic Control Devices (MUTCD)* with Massachusetts Amendments; the *1968 Standard Drawings for Traffic Signals and Highway Lighting*; *The American Standard for Nursery Stock*; the Plans and these Special Provisions.

References within the Standard Specifications to MassDOT, the Department, the Owner or the Engineer shall, for the purposes of this Contract, be construed to mean the Municipality or its designated representative.

**South Main Street falls under the jurisdiction of the MassDOT District-6 in this area. The Town is in process of obtaining a Highway Access Permit. This Permit and its conditions will be part of the terms of this Agreement. The permit will be provided before BID opening deadline.**

### ARCHITECTURAL ACCESS BOARD TOLERANCES

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations, and standards.

All construction elements in this project associated with sidewalks, walkways, wheelchair ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB). The AAB Rules and Regulations specify maximum slopes and minimum, dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope or for dimensions less than the minimum dimensions.

Contractors shall establish grade elevations at all wheelchair ramp locations, and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans).

**SUBSECTION 7.05 INSURANCE REQUIREMENTS**
**B. Public Liability Insurance**

The insurance requirements set forth in this Subsection are in addition to the requirements of the Standard Specifications and supersede all other requirements.

**Paragraphs 1 and 2**

"MassDOT, 10 Park Plaza, Boston, MA 02116" shall be named as additional insureds and must be listed as Certificate Holder.

**ORDERING OF MATERIALS AND DRAWINGS**

The Contractor shall provide the Engineer within thirty (30) days of receipt of the contract, written evidence that:

1. He has ordered the shop drawings for the materials for which shop drawings are required for this contract;
2. He has ordered from a supplier or manufacturer, the catch basin frames, grates and other such castings and materials necessary to complete the project.

The Contractor shall further provide the Engineer written evidence within thirty (30) days of receipt of the Contract that these orders have been confirmed in writing by the manufacturer with delivery dates appropriate for timely completion of the project. These confirmations of orders will become part of the project records.

Failure to comply with any of the ordering requirements shall nullify a request for an extension of the project completion date.

**SHOP DRAWING SUBMITTAL** (Supplementing Subsection 5.02)

The following is a list of items and materials that require shop drawing or catalog cut approval.

**Traffic Control Equipment**
Traffic Signal Equipment (catalog cuts)
Mast Arm Design Calculations
Mast Arm Foundation Design
Mast Arm Structures (manufacturer's data and shop dwgs)

**MATERIALS REMOVED AND STACKED** (Supplementing Subsections 580.64, 630.63)

Materials directed to be removed and stacked which are Municipal property, shall be removed, transported to and stacked at the Randolph DPW facility. All materials shall be neatly stacked as directed by the Municipality. In addition, all materials stacked shall be signed off by DPW or the appropriate department. Materials directed to be removed and stacked which are MassDOT property, shall be removed, transported to and stacked at a site designated by MassDOT. When directed by the Engineer to remove and stack materials which are privately owned, said materials shall be removed, transported to, and stacked on the property, from which the materials have been removed.

If the Municipality or MassDOT determines that any part of the stacked materials are unsuitable for re-use by the municipality, or if other owners decide to abandon part or all of their materials, such materials shall become the property of the Contractor and he shall properly dispose of them away from the site.

The prices for the various items of this contract shall include full compensation for the work noted above.

**DISPOSAL OF SURPLUS MATERIALS**

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Contractor and shall be removed from the site during the construction period and legally disposed of. No separate payment will be made for this work, but all costs in connection there with shall be included in the prices bid for various contract items.

**STEEL PLATES IN CONSTRUCTION ZONES**

At the end of each working day where trenches in areas of public travel are covered with non-skid surface steel plates, (Ref. subsection 7.09), each edge of such plates shall either be beveled or protected by a slope of 2 feet horizontally to 1 inch vertically. Surfaces shall be non-skid. Temporary patching material may be used to construct the ramps. The cost of necessary patching materials, pinning and their maintenance and removal, will be considered incidental to the item involved with no separate payment.

**PERMITS AND LICENSES**

Prior to the start of work the Contractor shall submit copies of the current licenses of all electricians who will perform the electrical work. Within ten (10) days after opening of bids, the low bidder shall submit a list of the Master Electrician and all Journeyman Electricians (MA license) who will perform the electrical work in this contract, along with copies of each Electrician's current Massachusetts license. The Contractor shall be responsible for obtaining all necessary permits and licensing from the Town and other agencies, as required.

**SURVEY & CONSTRUCTION STAKING**
(Supplementing Subsection 5.07 of the Standard Specifications)

Survey control data for project shall be furnished to the Contractor. The Contractor, without additional compensation, shall maintain all such controls throughout the prosecution of the work and shall perform all required construction layout. Finished surfaces in all cases shall conform, as near as practical, in accordance with the grades and guidelines provided in the Contract Documents.

The Contractor shall be responsible for all horizontal and vertical control necessary for the work. Prior to construction, the Contractor shall retain a qualified surveyor to establish horizontal and vertical control from the information given by the Engineer on the Plans and from record survey available from the Engineer and the Municipality. The elevation of existing structures to be tied into shall be confirmed or established. The Contractor shall perform all survey required for the work, and said work shall be considered incidental to the Contract.

**PUBLIC SAFETY AND CONVENIENCE** (Supplementing Subsection 7.09)

Vehicular and pedestrian travel on the public way shall be maintained by the Contractor during construction and access to abutting land shall be provided at all times. If so directed, the Contractor may use either modular/pre-fabricated temporary curb ramps or hot mix asphalt to construct temporary ramps or temporary

wooden walkways for pedestrian accommodation. Pedestrian channelizing devices shall be provided if required by the Engineer.

The Contractor shall furnish, install, maintain and move all warning devices, barricades, signs, bridging materials, special apparatus, and other safety measures for the protection of motorists, pedestrians and the Contractor's own personnel.

All costs in connection with these measures shall be included in the various payment items and no additional compensation will be made.

**INVESTIGATION OF UNDERGROUND FACILITIES**

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, street light conduits, etc., will occur. The locations of existing underground utilities as shown on the plans are approximate only and have not been independently verified by the owners or representatives.

The Contractor shall notify the Municipality and Mass. DIG SAFE and procure a DIG SAFE number for each location prior to disturbing the existing ground in any way.

DIG SAFE Call Center 1-888-344-7233

The Contractor shall notify the Municipality and Dig Safe 72 hours prior to start of construction.

**NOTICE TO OWNERS OF UTILITIES** (Supplementing Subsection 7.13)

Written notice shall be given by the Contractor to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Contractor shall, at the same time, file a copy of such notice with the Engineer. Before commencing work on service connections, the Contractor shall contact the serving utility to ensure that proper construction procedures are followed.

The following are the names and addresses of some of the agencies which may be affected, and must be notified. Completeness of this list is not guaranteed by the Municipality. The Contractor shall assure that all affected agencies are notified. It will be the Contractor’s responsibility to verify this contact information and to notify the Municipality of changes to this list.

*Please note these numbers are for MassDOT projects only. They are not to be used for public service, support or complaints. Thank you for your cooperation.

**RANDOLPH - Pole Data**

| Municipality | Pole Set Responsibility | Updated |
|---|---|---|
| RANDOLPH | National Grid | 3/28/2008 |

**District Utility/Constructability Engineer**

| County | District | Contact | Phone | Email |
|---|---|---|---|---|
| Norfolk | 6 | Ruben Diaz Jr. | 857-368-6184 | Ruben.X.Diaz@dot.state.ma.us |

**Utility Data**

**Electric**

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| National Grid Electric | 55 Bearfoot Rd. | Northborough | MA | 01532 | 10/16/2024 |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Tochukwu Okafor | | | tochukwu.okafor@nationalgrid.com | 9/22/2025 |

**Gas**

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| Eversource Gas | 995 Belmont St. | Brockton | MA | 02301 | 1/8/2021 |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Brendan Pitts | 508-895-4818 | | brendan.pitts@Eversource.com | 12/4/2023 |

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| Enbridge | 8 Wilson Way | Westwood | MA | 02090 | 3/2/2018 |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Kathy M. Aruda | 508-938-7728 | | kathleen.aruda@enbridge.com | 3/2/2018 |

## Telephone

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| Verizon | 385 Myles Standish Blvd. | Taunton | MA | 02780 | 11/8/2013 |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Eugene Butterfield | | | eugene.butterfield.jr@verizon.com | 9/29/2025 |

## Water

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| Randolph DPW | 41 South Main Street | Randolph | MA | 02368 | |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Neil McCole | 781-961-0940 | | nmcole@randolph-ma.gov | 12/3/2025 |

## Sewer

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| Randolph DPW | 41 South Main Street | Randolph | MA | 02368 | |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Neil McCole | 781-961-0940 | | nmcole@randolph-ma.gov | 12/3/2025 |

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| MWRA | 2 Griffin Way | Chelsea | MA | 02150 | |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Kevin McKenna | 617-305-5956 | | Kevin.McKenna@mwra.com | 2/23/2023 |

## Railroad

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| MBTA Archives & Digital Asset Preservation | 10 Park Plaza | Boston | MA | 02116 | 8/1/2024 |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Sylvia Welsh | | | archives@mbta.com | 8/1/2024 |

## Cable

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| Comcast Cable Corporation | PO Box 6505, 5 Omni Way | Chelmsford | MA | 01824 | 8/8/2018 |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Michael Cook | | | Michael_Cook7@comcast.com | 12/24/2025 |

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| Crown Castle | 80 Central Street | Boxborough | MA | 01719 | 1/18/2018 |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Mark Bonanno | 508 616 7818 | | mark.bonanno@crowncastle.com | 7/17/2018 |

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| MCI-Verizon Business | P.O. Box 600 | Charlton | MA | 01507 | 2/22/2017 |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Stephen Parretti | 508-248-1305 | | stephen.parretti@verizon.com | 2/3/2023 |

## Fire Alarm

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| Randolph Fire Department | 10 Memorial Parkway | Randolph | MA | 02368 | |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Ronald Cassford | 781-961-0991 | | chief@randolphfire.com | 7/19/2023 |

**DPW**

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| Randolph DPW | 41 South Main Street | Randolph | MA | 02368 | |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Neil McCole | 781-961-0940 | | nmcole@randolph-ma.gov | 12/3/2025 |

**Other**

| Company | Address | City | State | Zip | Updated |
|---|---|---|---|---|---|
| Verizon Wireless Small Cell | 20 Alexander Drive | Wallingford | CT | 06492 | 10/27/2022 |

| Contact | Office | Extension | Email | |
|---|---|---|---|---|
| Elizabeth Glidden | | | elizabeth.glidden@vzw.com | 3/25/2025 |

**Design Consultant**
BETA Group, Inc.
315 Norwood Park South
Norwood, MA 02062
Contact: Glenn Stevens, P. E.
GStevens@BETA-Inc.com
(781) 255-1982

Prior to the start of work the Contractor shall provide to the Engineer and to the police and fire departments a contact list of contractor personnel who can be notified in the event of an emergency. The list shall have the names and telephone numbers of personnel available 24 hours a day, 7 days a week for the duration of the field work. The list shall be kept current, and shall include secondary contacts as needed to ensure that an authorized person is available at all times to mobilize crews as required to respond to emergencies. If contacted directly by emergency response personnel, the Contractor shall immediately notify the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in protecting or repairing property as specified in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

The Contractor will cooperate fully with all utility companies private or public, and will notify all such companies at least twenty-four hours prior to excavating in the vicinity of any utility. It is understood that the Contractor has considered in his bid the existence of the various utilities and that no additional

compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference by said utilities.

The Contractor shall coordinate his/her work with the work required to be performed by any private utility owner for this project. No additional compensation or time extensions shall be allowed for delays as a result of work required to be performed by a private utility owner.

If a utility pole needs to be held by the utility in order to sustain them securely in place during placement of drainage structures, pipe, mast arms, etc., the Contractor will be solely responsible for all costs charged by the utility owner for this service. All costs in connection shall be included in the unit prices for the various items.

**NATIONAL GRID EMERGENCY TELEPHONE NUMBERS**

ELECTRIC:
Outage/ Emergency: 1-800-465-1212
New Service: 1-800-375-7405
Customer Support: 1-800-322-3223

**PROTECTION OF UTILITIES AND PROPERTY** (Supplementing Subsection 7.13)

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, railroad, sidewalks, walls or other structures, shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. Whatever measures are necessary to protect these lines during work shall be included in the Contract unit price for the items involved.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Engineer, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Engineer will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

He shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to the commencement of work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Owner or Engineer, furnish labor and equipment to work temporarily under the utility owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the Municipality or by the utility owner that suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in protecting or repairing utilities and property as specified in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

The Contractor shall be also required to furnish all labor, materials, and equipment necessary to protect underground structures and electrical vaults within the project site from construction debris and water penetration. When underground structures or electrical vault roofs are excavated, the Contractor shall be responsible for maintaining security of these structures or electrical vaults against unauthorized access. The Contractor shall be responsible for leaving the structures and vaults in a state of water tightness equal to that existing at the commencement of the contract.

The Contractor shall pay the serving utility for their services rendered for the connection of underground service connection.

**PROPERTY BOUNDS** (Supplementing Subsection 7.13)

The Contractor shall exercise due care when working around all property bounds which are to remain. Should any damage to a bound result from the actions of the Contractor, the bound shall be accurately replaced and/or realigned by the Contractor as required by the Engineer. The Contractor shall employee a Land Survey registered in Massachusetts to perform this work. No further compensation will be due the Contractor for the materials and labor required to re-establish a bound disturbed by the Contractor, unless otherwise noted herein.

**ENVIRONMENTAL CONTROLS**

All construction equipment shall be fitted with suitable muffling devices so that the noise from construction operation shall be properly controlled. The Contractor shall control all dirt, dust erosion and other related construction emissions from the project to the satisfaction of the Engineer.

**SAWCUTTING**

Unless specifically stated otherwise, no separate compensation will be made for sawcutting. Sawcutting shall be required, as shown on the plans or this specified herein and shall be considered as included in the payment made for the various items of this contract.

**CONCURRENT WORK BY OTHERS WITHIN PROJECT LIMITS**

MassDOT Project 609399 will be working concurrently on South Main Street. Concurrent work will be in progress in the project area by others, including but not limited to, the Municipality and various utility companies. The Contractor is required to coordinate his activities with all work by others within and adjacent to the project limits.

Contractor shall finish all roadway and sidewalk work before August 30, 2026. No excavation shall be permitted in existing roadway after August 30, 2026.

MassDOT (Project 609399) is planning to be paving this portion of Route 28 this summer. The intent of deadline is that once the new pavement is done by the MassDOT contract, no work will allowed in the roadway.

Contractor should coordinate with Town and MassDOT Contractor to make sure all roadway work under this contract is completed before paving project starts by MassDOT in this area.

No additional payments will be allowed for any disruption of work schedule caused by or required to coordinate work in this contract and work to be performed by others.

**LAYDOWN AREA**

The Municipality will not be providing a laydown area to the Contractor for his use on this project. The Contractor shall be required to make his own arrangements and consider this in the delivery of materials. The Contractor shall not be allowed to use existing parking spaces for his operations, unless otherwise approved by the Municipality.

**WORK SCHEDULE** (Supplementing Subsection 8.02)

Except as noted below, work on this project is restricted to 7:30 AM to 4:00 PM, eight-hour day, five-day week with the Prime Contractor and all Subcontractors working on the same shift.

Minimum of one lane in each direction along South Main Street shall be maintained during the hours of 7:00-9:00 AM and 4:00-6:00 PM. Work shall be permitted in areas outside of travel lanes and off the roadway during these periods.

No work shall be done on this contract on Saturdays, Sundays, or Holidays. Work will not be allowed the day before or the day after a long weekend which involves a Holiday without prior approval by the Engineer.

In general, the Contractor's prosecution of the work shall comply with the following minimum requirements:

- Roadways must remain accessible throughout the construction for emergency apparatus, business, and residents at all times unless previously approved by the Town.
- One lane of traffic in each direction of travel must be maintained on all streets at all times, except where otherwise approved by the Town in advance.
- Sidewalk shall remain open on at least one side of the roadway at all times.
- Contractor shall be required to phase sidewalk reconstruction to minimize pedestrian inconvenience.
- Work at intersections shall be undertaken so as to maintain all existing turning movements.
- Pedestrian and vehicular access to all abutting properties shall be maintained except for very short periods of time. When it is necessary to deny access to a property, the owner shall be informed at least 48 hours in advance.

**FAILURE TO COMPLETE WORK ON TIME**

In case work has not been physically completed by the time stipulated in the contract, and temporary provisions must be made to satisfactorily close out work as determined by the Engineer, the Contractor shall provide such temporary provisions at no cost to the Owner. This may include, and is not limited to structure adjustments, temporary pavement markings, temporary driveway apron adjustments, demobilization, re-mobilization and any other temporary provisions determined necessary by the Engineer.

**DRAINAGE** (Supplementing Subsection 7.13)

It shall be the Contractor's responsibility to maintain a proper drainage system at all times in the areas under construction until the final system is put into use without additional compensation. Existing drainage shall not be taken out of service without prior written notice to the Owner.

All proposed or impacted existing pipes and structures within the limits of this contract shall be left in a clean and operable condition at the completion of the work. It shall be the responsibility of the Contractor to make certain that new drainage systems carrying run-off from the limit of this project operate efficiently to their points of discharge into existing systems. Debris in pipes and structures, including deposition of hazardous material, as a result of the Contractor's Operations shall be removed by the Contractor in accordance with state and federal guidelines without additional compensation.

All existing pipes to be abandoned shall be plugged with brick masonry not less than 8" in thickness in conformance with MassDOT Standard Specifications Section 200.

No separate payment will be made for the maintenance of the existing drainage system, for plugging of pipes, removal of existing pipe, or for cleaning and disposal of material from impacted drainage structures and pipes, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

**GAS GATES**

It shall be the sole responsibility of the Contractor to coordinate with gas company to have any and all gas gates adjusted to the proper grades or as directed by the Engineer. Unless otherwise directed by the gas company, it shall be the responsibility of the gas company to adjust said gates. In any case, however, no measurement or payment will be made for any gas gates adjusted by the Contractor.

**TEMPORARY FENCE**

Contractor shall erect temporary fencing as required to secure the work site for the purpose of public safety. The work shall include furnishing, installing, maintaining, removing, resetting, and final removal of fencing. The fence shall be used to close off the construction area from adjacent sidewalks and public ways, whose use conflicts with the construction activities. All work to furnish, install, relocate and remove temporary fencing shall be considered incidental to and no separate payment will be made.

**PROVISIONS FOR TRAVEL AND PROSECUTION OF WORK**

(Supplementing Subsection 8.03)

Before starting any work under this Contract, the Contractor shall submit a Schedule of Operation as provided in Section 8.02. This work schedule shall include a plan of his construction procedures, staging, and the safety measures he will use during the prosecution of the work as set forth in Section 850 of the Standard Specifications for Highways and Bridges.

The Contractor may be required to temporarily suspend operations when such are considered by the Engineer to be a hazard to traffic.

Particular care shall be taken to establish and maintain methods and procedures that will not create unnecessary or unusual hazards to public safety. Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs are to be kept clean at all times, and legends shall be distinctive and unmarred.

The Contractor shall provide, place, and erect all necessary barricades and warning signs and maintain adequate lights and illumination therefore. He shall be held responsible for all damage to the work due to any failure of signs and barricades needed to protect the work from traffic, pedestrians, or other causes.

The Contractor shall not proceed with surfacing operations without the specific written approval of the Engineer.

## SAFETY CONTROLS FOR CONSTRUCTION OPERATIONS

(Supplementing Subsection 850.21 and 850.61)

Safety controls for construction operations shall be provided in accordance with the relevant provisions of Section 850 of the Standard Specifications, the Manual on Uniform Traffic Control Devices (MUTCD), the Traffic Management Plan, and the following:

Unless otherwise provided for by specific items of this contract, the provision of safety controls for construction operations shall be considered incidental to this contract with the cost for these safety controls considered to be included in the various unit bid prices of this contract. No compensation shall be made for the provision of traffic cones or other devices for which items are not provided for in the Contract.

Positioning, adjusting and re-positioning of all devices such as traffic cones, high level warning devices, arrow boards, temporary barriers, shall be considered incidental to the various items of this contract with no separate payment made.

No additional compensation shall be made for lighting plants, power, plates with non-skid surfaces or other provisions for nighttime work.

**All** safety signing, temporary pavement markings, reflectorized and lighted drums, and all other safety controls used for construction operations shall conform to the NCHRP 350 and the MUTCD, Current Edition, for Street and Highways including all amendments.

## LIMIT OF WORK

The following shall be brought to the Contractor's attention: The Plans depict general limits of grading and work. All drainage structures replaced or rebuilt shall be determined by the Engineer in the field based on condition of the structures. These are provided for bidding purposes only. The actual limits of work will be determined by the Engineer in the field and the Contractor shall comply with these adjustments. The quantities involved (either increase or decrease) will be paid at the prices bid and no additional payment shall be made beyond the payment for quantity used at the prices bid. The Contractor shall understand that the actual limits of the project will extend at least 100 feet beyond limits of grading, work or project depicted on the plans before the Municipality will consider any claim of change of scope because of limit.

## MONITORING WELLS

All monitoring wells within the project area shall be maintained, protected, and adjusted to be even with the final grade. The Contractor shall be responsible for the repair or replacement, at his own expense, of any damage to monitoring wells caused by his acts or neglect, and shall leave them in the same condition as they existed prior to commencement of the work The Contractor shall coordinate with the owners of all monitoring wells within the project area. At least 72 hours in advance of any work affecting monitoring wells, the Contractor shall notify the well owner and at the same time provide such notice in writing to the Engineer. The Contractor shall also coordinate with all well owners to allow access to monitoring wells during construction activities if requested.

## DEWATERING

The Contractor's attention is directed to construction operations which may occur in the vicinity of wetland areas, pond, brooks and/or surface or subsurface areas where surface water or groundwater may exist or accumulate. All dewatering and related work shall be conducted in such a manner as to prevent siltation or contamination of any adjacent resource area. Pumping discharge shall not be allowed to enter directly or indirectly into any wetland resource area or drainage structure without prior treatment (filter bags, silt sacks, settling basins, etc.) The Contractor shall include under each pertinent item all labor, materials and equipment necessary to dewater the affected areas for proper installation of the respective items. No additional compensation will be made for dewatering but shall be considered incidental and included in the price for each respective item.

## SHEETING AND BRACING

The Contractor shall furnish, place and remove all sheeting and bracing required to support the sides of the trenches or other excavations. The Contractor shall be solely responsible for the safety of the workman and the adjacent facilities from danger of caving and sliding and all work to be done shall be in strict accordance with the Department of Labor, Occupational Safety and Health Administration regulations and suggested practices for construction excavation and/or other applicable codes and regulations.

Special precautions shall be taken to guard against any damage to or settlement of pavements, buildings, walls, pipes, ducts, or other structures and facilities that are adjacent to the work.

The cost of providing and removing sheeting, shoring and bracing shall be included in the cost of various items of work under this contract and no additional compensation will be allowed therefore.

## OPEN EXCAVATIONS

All open excavations shall be adequately safe guarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The length of open trench will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Municipality. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, special construction procedures shall be taken, such as limiting the length of open trench or requiring that the trench shall not remain open overnight.

## USE OF TOWN HYDRANTS – IF NEEDED

In accordance with rules and regulations of the Massachusetts Department of Environmental Protection and the municipality, the Contractor is required to provide a backflow preventer and obtain a permit from the Department of Public Works before tapping into any hydrant within the municipality. **The municipality will suspend the work for violation of this provision.**

It shall be the Contractor’s responsibility to ensure that all subcontractors likewise understand and comply with this provision.

## POLICE DETAILS

When so directed, the Contractor shall make all arrangements with the Randolph Police Department to obtain any necessary police details. Payment will be made through the Randolph Division of Public Works. Police Detail invoices/slips should be submitted directly to the DPW. If the Contractor fails to notify police

of detail cancelation, the Contractor is responsible for payment of all cancelation fees or penalties and the Owner shall not reimburse the Contractor for such.

## MATERIAL PRICE ADJUSTMENTS

Material price adjustments shall follow the MassDOT special provisions for:

| | |
|---|---|
| Liquid asphalt | https://www.mass.gov/doc/document-00811-english-metric/download |
| Diesel Fuel and Gasoline | https://www.mass.gov/doc/document-00812-english/download |
| Portland Cement | https://www.mass.gov/doc/document-00814/download |

Base prices for this contract will be most recenct prices as of February 2026.

**END OF SECTION**

**SECTION 02550**
**CONSTRUCTION SPECIFICATIONS**

## ITEMS

Work Items are referenced with Item Numbers and Item Descriptions similar to those currently in use by the MassDOT, Highway Division. Method of Measurement and Basis of Payment for Work Items shall be as called for under the appropriate section of the MassDOT Standard Specifications, unless modified in Section 02500, Special Provisions and Section 02550, Construction Specifications.

The following items reflect special conditions particular to this Project. As such, they amend and/or supplement the provisions governing the Item, as described in the Standard Specifications.

## ITEM 120.1 UNCLASSIFIED EXCAVATION CUBIC YARD

The work to be done under this Item shall consist of removing and disposing in accordance with the relevant provisions of Section 120, all the materials obstructing the execution of required work, as shown on the plans and as directed, except for those materials for which payment is made inclusive with work specified to be performed under other items of this Contract.

The work under this Item shall include all excavation not otherwise included for payment under other items of this contract, including but not limited to the removal and disposal, if necessary, of the following: buried foundations, curbing, concrete slabs, reinforced concrete, rock, pipe, drainage structures, wall excavation, granite, wooden edging, cobblestones, muck, guardrail, fencing and posts, not otherwise paid for under other Items of this contract. The removal and discarding of curbing not selected for reuse or stacking, as determined by the Engineer shall paid for under this Item.

Work under this Item shall also include excavation of bituminous concrete pavement at limits of resurfacing and reconstruction; box widening, and at curb lines in areas of resurfacing. Edges of excavation made in existing pavements shall be squared by saw cutting with power driven tools to provide a neat, clean edge for joining new pavement as shown on the Plans. Ragged, uneven edges shall not be accepted. Pavement areas that have been broken or undermined shall be edged neatly with a minimum disturbance to remaining pavement. Payment for this saw-cutting work shall be considered included under this Item.

Before starting any excavation, the Contractor shall become familiar with the area and verify all utilities, sprinkler systems, and other sub-surface features in the project area to make sure that the excavation will not unnecessarily disturb or damage such features. He will coordinate his construction activities with the owners of such features and obtain approval or permits, if necessary, prior to starting the excavation. Any damage done to sub-surface features during the construction process will be the responsibility of the Contractor and will be repaired by the Contractor at his own expense. If the owner so wishes, he will repair the damage himself and bill the Contractor for his expenses.

When working next to existing retaining walls or structures, the Contractor shall exercise extreme caution not to disturb existing walls or structures. If existing walls or structures are disturbed, they shall be reconstructed at the Contractor's expense to thoroughly match the existing in color, texture, material and workmanship.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Payment under this Item shall be at the Contract Unit Price bid per Cubic Yard, which price shall include all labor, materials, tools, saw-cutting, and equipment necessary to complete the excavation and disposal of unwanted or surplus material, not covered by other items of this contract.

**ITEM 141.1 TEST PIT FOR EXPLORATION CUBIC YARD**

The work to be done under this Item shall conform to the relevant provisions of Section 140 supplemented by the following:

Test pits shall be excavated where designated on the plans and/or as directed and approved by the Engineer in advance. The maximum pay limits for a test pit shall be no more than 4' x 4' to the depth approved by the Engineer, unless otherwise directed by the Engineer.

Payment for work under this Item shall be at the Contract Unit Price bid per Cubic Yard, which price shall be full compensation for labor, materials, equipment, tools, saw-cutting, excavation, the taking and recording of measurements, proper backfilling, and other incidentals necessary to satisfactorily complete the work. Test pits made without the expressed prior approval of the Engineer shall not be compensated for.

Payment for temporary HMA patch shall be paid under Item 472.

**ITEM 472. TEMPORARY ASPHALT PATCHING TON**

Work under this Item shall conform to the relevant provisions of the Standard Specifications, the Material Specification of for Item 460 noted herein and the following:

Hot mix asphalt for miscellaneous work shall be used to provide temporary access and egress to those properties abutting the work area as determined by the Engineer. It shall also be used for temporary restoration of pavement surface after the installation of drainage pipes, conduits, where not included in the payment of other items of this contract and where such areas are specified by the Engineer. The Contractor is advised that this is material, which will be spread primarily by hand.

The subsequent removal of this material, if directed by the Engineer, shall also be included in this Item.

Hot Mix Asphalt for miscellaneous work shall be placed only upon the direction of the Engineer.

Compensation for this Item shall be paid for at the Contract Unit Price per Ton, which price shall include all labor, materials, equipment for surface preparation, placement, maintenance and removal, and incidental costs necessary to complete the work to the satisfaction of the Engineer. The Contractor shall be required to maintain areas of temporary pavement in reasonable repair, as determined by the Engineer, and not be compensated for additional materials, labor and incidentals required to do so.

**ITEM 504.01 GRANITE CURB TYPE VA-4 FOOT**

Work under these Items shall conform to the relevant provisions of Section 500, supplemented and amended as follows:

Work under Item 504 shall include furnishing and installing Type VA-4 curb, including straight or curved sections, splayed or transition pieces for pedestrian curb ramps, and curb corners with measurement made on a linear foot basis measures along the centerline axis of the curb piece.

Curb transitions shall be of the same type and similarity as the abutting curb. The ends of the transition curb shall be cut so that a flush, neat joint is formed where the transition curb meets the existing or proposed curbing. No additional payment will be made for customizing curb material to affect the transition.

Curb inlets shall be installed at catch basins at locations shown on the plan and at the direction of the Engineer.

All granite curbing shall be provided with concrete support, as shown on the construction detail. Concrete support shall be provide on both sides of curbing that does not have a hard surface backing it up, such as in non-sidewalk areas. Cost of concrete support shall be included in the price bid for curb.

Payment under this Item shall be at the Contract Unit Prices bid per Foot for furnishing and installing granite curb with sawn inside face where required, complete in place including excavation, gravel borrow, compaction, concrete supports, cutting and all other work to compete the installation of curb to the satisfaction of the Engineer.

New curb inlet shall be paid under Item 514 each.

**ITEM 580. CURB REMOVED AND RESET FOOT**

This work under this Item shall consist of removing and resetting all forms of granite curb and edging on the project. Work shall be in accordance with these specifications and as directed by the Engineer.

Where a catch basin is to be replaced along an existing granite curb inlet, it shall be removed and reset as directed by the Engineer.

Existing curbing, curb inlets, or edging not reset or retained, regardless of size or type, or shall be removed and discarded if not wanted by the Town. The removal and disposal or existing curb or edging will be compensated under Item 120.1, Unclassified Excavation.

Excessively chipped or broken curbs will not be reused. The Engineer will determine which curbing or edging shall be reused.

All granite curbing that will be removed and reset shall have concrete placed as shown on the construction detail and as per the MassDOT's Standard Drawing No. 106.3.0. Concrete shall be provided on both sides of curbing that does not have a hard surface backing it up, such as in non-sidewalk areas. The cost of concrete support shall be considered incidental to this Item.

**ITEM 697.1 SILT SACK EACH**

Work under this Item shall conform to the relevant provisions of the Standard Specifications and the details shown on the Plans.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Compensation shall be at the contract unit price bid per each, and shall include the fabric, all labor, tools, materials, and any necessary incidental items, to provide complete in place installation, inspections, maintenance, and silt removal and disposal throughout the duration of construction as directed by the Engineer. Said compensation shall also include the final removal and disposal of the fabric and silt upon the completion of construction.

All debris accumulated in silt sacks shall be handled and disposed of as described in Section 227 of the latest Standard Specifications.

**ITEM 701. CEMENT CONCRETE SIDEWALK SQUARE YARD**
**ITEM 701.1 CEMENT CONCRETE SIDEWALK AT DRIVEWAYS SQUARE YARD**

The work under these Items shall conform to the relevant provisions of Section 700 and include installation of cement concrete sidewalks, as well as sidewalks though driveway and driveway aprons.

All work shall conform to the latest edition of the MassDOT and ADA Standards. The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations and standards.

The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope or dimensions less than the minimum dimensions.

**Sidewalks shall be constructed in accordance with requirements of the Standard Specifications, including placement of alternating sections, 30 feet in length and provided with expansion joints. Expansion filler shall also be used at pours against buildings, walls or other hard fixed objects.** Contractor is responsible for securing areas with curing concrete, and shall supply barricades or watchmen as necessary to prevent defacement of concrete surfaces.

Payment under this Item shall include temporary removal of obstructions (such as fences) for the purposes of forming and pouring sidewalks that are not specifically paid for under another item.

Payment shall be Contract Unit Prices bid per Square Yard of cement concrete sidewalk, and driveways, complete in place, to the satisfaction of the Engineer, including but not limited to, sawcutting, fine grading and compaction, protection and finishing.

**ITEM 701.2 CEMENT CONCRETE WHEELCHAIR RAMP SQUARE YARD**

The work under this Item shall conform to the relevant provisions of Section 701 of the Standard Specifications, the plan details and the following:

All work shall conform to the latest edition of the MassDOT and ADA Standards.

The Contractor is hereby notified that they are ultimately responsible for constructing all ramps in strict compliance with the current AAB/ADA rules, regulations and standards.

The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope or for dimensions less than the minimum dimensions.

All wheelchair ramp joints and transition sections which define grade changes shall be formed, staked and checked prior to placing cement concrete. All grade changes are to be made at joints.

Detectible warning panels shall be installed as shown on the Plans and as detailed in MassDOT Construction Standards details E 107.6.5. The detectible warning panels shall conform to Americans with Disabilities Act (ADA) requirements and color shall be yellow to match Town standards.

Measurement and payment shall be per Square Yard complete in place, to the satisfaction of the Engineer, including but not limited to, sawcutting, fine grading and compaction, protection, and furnishing and installing detectable warning panels to meet ADA requirements.

**ITEM 748.01 MOBILIZATION AND DEMOBILIZATION LUMP SUM**

This Item shall be for the mobilization/demobilization of personnel, equipment and materials at the work site by the Contractor. This Item shall include, but is not limited to the movement of equipment, personnel, material, supplies, etc. to and from the Work site; the installation and removal of temporary facilities (when not paid for separately), construction layout, the furnishing, deploying and repositioning traffic management devices throughout the course of the project not otherwise provided for under other items of this contract and the establishment and removal of necessary facilities at the site. Traffic Management layouts and devices shall be in conformance with MassDOT's standard details and drawings for the development of a Traffic Management Plan.

Payment under this Item shall be on a lump sum basis; 50% paid on the first pay request 50% paid on the final pay request or the first pay request after substantial completion.

**The price bid for this item must all not exceed 3% of the contract bid total, exclusive of this item. Failure to observe this requirement shall result in rejection of the bid.**

Construction signs will be paid for under Item 852.

**ITEM 804.3 3 INCH ELECTRICAL CONDUIT TYPE NM - PLASTIC -(UL) FOOT**

Work under this Item shall conform to the relevant provisions of Section 801 of the Standard Specifications and the following:

The work shall include the furnishing and installation of 3-inch non-metallic conduit for traffic signal systems in accordance with the Plans and as directed by the Engineer. The conduit material shall be Schedule 80 polyvinyl chloride (PVC) plastic conduit. The conduit quantity may be increased or decreased by the Engineer depending upon actual conditions encountered as provided for in Section 4.06 of the Standard Specifications.

Conduit in Grass or in Planted Areas

Where new conduits are installed in grass and planted areas, no separate payment shall be made for the excavation, sand bedding, gravel backfill, including necessary compaction, or incidental materials, but all costs in connection therewith shall be included in the contract unit price for Item 804.3.

Conduit under Sidewalk, Median or Driveways

Where conduit is installed in a sidewalk, paved median or asphalt driveway areas, no separate payment shall be made for the saw-cutting, excavation, and sand bedding, gravel backfill, including necessary compaction, or incidental materials, but all costs in connection therewith shall be included in the contract unit price for Item 804.3. Payment for cement concrete or asphalt pavement shall be paid under the respective item.

Conduit Crossing Roadways

Trenches in existing bituminous concrete pavements not subject to full depth reconstruction shall be sawcut to an 18 inch width. The existing pavements shall be sawcut through their full depth and the pavement removed.

After conduit installation, the trench shall be backfilled with controlled density-fill (CDF). CDF shall be Type 2E and shall be specified in Section M4.08.0 of the Standard Specifications. The finished grade of the CDF shall be below existing pavement surface as shown on the construction details.

Where conduit crosses roadways, no separate payment shall be made for the saw-cutting of pavement, excavation, sand bedding, controlled density fill, or incidental materials, but all costs in connection therewith shall be included in the contract unit price for Item 804.3.

BASIS OF PAYMENT

Payment under this Item shall be at the Contract Unit Price bid per Foot for furnishing and installing conduit, which price shall be full compensation for all necessary or incidental work, including saw-cutting, excavation, pull wires, warning strip, sand bedding, gravel borrow backfill, controlled density fill and compaction complete in place.

**ITEM 815.98 FOOTING COST ADJUSTMENT FOOT**

The contract lump sum prices for Item 815.1 include the cost of Mast Arm foundation based on an assumed foundation design. The foundation design, as shown on the plan, is based on heavy mast arm loading and wet sandy soil conditions.

Soil borings shall be performed at mast arm location under this contract using the methodology described under Item 815.1. The results of the soil boring shall be forwarded to the Design Engineer, at which time the Design Engineer may resize the proposed foundations.

Any cost adjustment required in the foundation size due to a modification of the foundation design will be made under Item 815.98 Footing Cost Adjustment. If a larger foundation is required, the Contractor shall install the footing at the dimensions determined by the Design Engineer and the Contractor will be paid for the difference in size at the contract unit price for Item 815.98. Inversely, if the Design Engineer determines a smaller foundation is required, the Owner shall be credited for the difference in size at the contract unit price for Item 815.98. The difference in size calculation will be based on the dimensions shown on the Mast Arm & Foundation Detail, Cored Pier Foundation plan, included in the plan set, for the size closest to the actual size constructed, regardless of the size assumed in the lump sum price bid.

**ITEM 815.1 TRAFFIC CONTROL SIGNAL LUMP SUM**
**LOCATION NO. 1**

The work to be performed under this item shall consists of furnishing and installing Traffic Signal Control Devices in accordance with the applicable portions of Section 800 of the Standard Specifications, the Manual on Uniform Traffic Control Devices (MUTCD), 11th Edition, the MassDOT amendments to the MUTCD, applicable sections of the National Electrical Manufacturers Association (NEMA) Standard No. TS 2-2016, Traffic Controller Assemblies with NTCIP Requirements, the Advanced Transportation Controller (ATC) Standard (Version 5.2b) and supplemented by the following:

The work consists of furnishing and installing traffic control signal equipment complete and ready for operation, as shown on the plans for the intersection of South Main Street (Route 28) at Center Street.

The work shall include furnishing and installing all, or part, of the following items: traffic signal controller, cabinet and concrete foundation with concrete pad; signal posts and concrete foundations; mast arm assembly with anchor bolts and concrete foundation; emergency vehicle preemption components; vehicle signal heads; red, amber, and green LED signals, non-louvered backplates with 3" yellow retroreflective borders; pedestrian signal heads; accessible pedestrian pushbutton assemblies; software; all cable and wiring; ground rods, equipment grounding and bonding; single point video detection system, saw cuts, electrical connections, service connections, and all other equipment, materials and incidental costs necessary to provide a complete, fully operational traffic control signal system as specific herein and as shown on the plans.

The servicing electric utility company will furnish connections and power at the location shown on the Contract Drawings. The utility company will connect and disconnect power as required. No work shall be done in manholes or on power poles without a representative of electric utility company being present. The Contractor will be responsible for coordinating the utility company's work.

It shall also be the Contractor's responsibility to pay all charges to the electric utility company for performing this work. No direct reimbursement will be made under this payment to the Contractor for payments made to utility company, it being understood that full compensation for any payment made by the Contractor to the utility company will be included in the contract unit prices bid. The Contractor shall also be responsible for securing and paying for all electrical permits as required from the Town of Randolph and MassDOT. The cost of these electrical permits shall be incidental to the Item.

A list of required major traffic signal system items is included on the plans. All equipment installed shall be listed on MassDOT's "Qualified Traffic Control Equipment List".

The Contractor shall deliver to the Engineer a certificate of compliance with the manufacturer for all materials purchased from the manufacturer.

The Contractor shall request written approval from the Owner or its Designated Agent before the placement of any concrete for foundations of mast arms, signal posts and cabinets.

The top of the concrete base for the control cabinet shall be 18 inches above grade. The top of all other foundations not in sidewalk or paved areas shall be a minimum of 2 inches above grade. The top of mast arm foundations in sidewalk areas shall be located flush with finish grade.

**Shop Drawings**

Within 30 days following execution of the Contract, the Contractor shall submit shop drawings for signal supports, a list of equipment, and manufacturer's equipment specifications to the Engineer in accordance with the relevant provisions of Section 815.20 of the Massachusetts Standard Specifications.

No traffic signal work shall commence by the Contractor until approval of the shop drawings and manufacturer's data has been received in writing from the Engineer. Approval of these drawings will be general in character and shall not relieve the Contractor from the responsibility of, or the necessity of, furnishing materials and workmanship conforming to the plans, standard specifications, and these special provisions.

The Contractor shall deliver to the Engineer a certificate of compliance from the manufacturer for all materials purchased from the manufacturer/distributor. All materials shall be new, and certain components, specifically the controller unit and cabinet, shall be received fully assembled and tested to ensure that the components work to the full capabilities identified in the standards specified above.

**Flashing Operation**

Changes from automatic flashing to stop-and-go operation and from stop-and-go to automatic flashing operation shall occur as set forth in Sections 4D.28 through 4D.31 of the MUTCD.

**Traffic Signal Controller and Cabinet**

The controller and all other ancillary traffic signal control components included in the traffic control cabinet shall conform to NEMA Standard No. TS 2-2016 “Traffic Controller Assemblies with NTCIP Requirements - Version 03.07”, the Advanced Traffic Controller (ATC) Standard - latest published version.

**Traffic Controller Assemblies**

The controller shall be an Advanced Traffic Controller (ATC) as required in the list of major traffic signal items included in the plans.

Controller cabinet foundations shall not obstruct a sidewalk or crosswalk so that passage by physically challenged persons is impaired. Anchor bolts shall be internal to the cabinet.

The cabinet shall also be wired with a normally closed switch connected to a user defined input to the controller for remote monitoring of the control cabinets’ door open status.

The following requirements are applicable to each signalized location and are designed for effective use of a laptop computer in conjunction with traffic signal controllers. These requirements are also designed to permit all engineers, electricians and technicians (including those who are disabled but ambulatory) to work in the cabinet in a safe, effective and comfortable manner. To this extent, the following meets applicable ADA requirements.

1. Adjust the control cabinet height by use of a cabinet extender, adjust the placement of cabinet shelves, adjust the height of the cabinet foundation or provide any combination of these three items so that the top of the LCD or other visual display window of both the local controller and the master controller is no more than 48” above finished grade in front of the cabinet. The top of the cabinet door opening shall be at least 5'8" above finished grade. Any technical provision, plan detail, standard specification or standard drawing to the contrary shall not apply to the extent that it may conflict with this viewing height requirement.

2. Furnish and install one slide-out/slide-in shelf or swing-out/swing-in shelf appropriate for the size and load of a laptop computer. This moveable shelf shall support the bottom of the laptop computer at a height between 3'-4" and 3'-8" above finished grade in front of the cabinet.

3. Furnish and install a paved pad in front of the control cabinet. This pad shall be of cement concrete, built in accordance with the sidewalk specification applicable to this project, approximately level, approximately 1" above the surrounding unpaved surface, or at even grade with the adjacent surface if paved. This pad shall abut the front of the cabinet, project at least 1' to each side of the cabinet and at least 2' in front. No pad is required if the front of the cabinet immediately abuts an existing or proposed paved sidewalk or other paved surface.

4. Both the firmware and software version in each timer unit shall be the same throughout the project, and shall be the latest version available on the market. In addition, the contractor shall promptly furnish to the owner and install all upgraded versions of both firmware and software through the last day of the inspection period, guarantee period or warranty period, whichever date is later.

5. The contractor shall furnish one cable with each new timer unit to connect a controller timing mechanism to a laptop computer. This cable shall have a termination at one end to match the controller. It shall have a termination on the other end to match the type of serial port found on laptop computers, usually DB9. This cable shall be wired to provide serial RS232C communication between the controller and the computer.

6. Payment for the work described above shall be deemed to be incidental to and included in the prices bid for various items of traffic signal work, and no additional payment shall be made for the work described above.

**Controller**

The traffic controller shall be capable of being operated in the full-actuated mode, in the free mode, and as semi-actuated in the coordinated mode. The controllers shall be keyboard entry, menu-driven unit mounted in eight-phase cabinets. The traffic controller unit supplied shall conform to NEMA Standard No. TS 2-2016 “Traffic Controller Assemblies with NTCIP Requirements - Version 03.07”, the Advanced Traffic Controller (ATC) Standard - latest published version.

The Keyboard Entry Controller Unit must be type-tested and approved by the Department.

The controller shall have hard-wire interconnect capability and internal time base coordination logic. The coordination control shall have the capabilities to operate as described under Section 815.41 of the Standard Specifications.

The controller shall have a data transfer/printer port for data transfer to another controller, printer, or laptop PC computer. A port shall be provided for uploading or downloading controller operating parameters from a laptop PC computer.

The controller shall have a security code function.

The controller unit shall have internal fire and railroad preemption control capabilities.

The phase or phases selected for "call to non actuated" (C.N.A.) modes shall be determined as needed by keyboard entries.

In addition to the convenience outlet as described under Subsection 815.41, a lamp with an on/off switch shall be installed in the controller cabinet.

ATC Cabinet (ATCC)

The cabinets shall be a NEMA "P" size (44" W x 26" D x 67" H). The cabinet size and functional requirements shall conform to the NEMA TS2 -2016 Standard, Section 7. The cabinets shall conform to requirements defined in the Advanced Transportation Controller Cabinet (ATCC) 5301 v02 Standard. The cabinet size and functional requirements shall conform to the NEMA TS2 -2016 Standard, Section 7.

The traffic signal control equipment shall be enclosed within a dust and moisture-proof aluminum housing with an auxiliary door in door feature. The door hinge pins shall be made of stainless steel. All cabinets shall be configured to eliminate arc flash. All electrical equipment shall be dead front, no open terminals, busbars, breakers, or exposed terminal strips. All cabinet switches and circuit breakers shall be permanently labeled as to function. The cabinets shall be designed, constructed, and installed with all necessary provisions to comply with the latest NFPA 70E requirements. All electrically live parts over 50 volts shall be covered with Lexan or a suitable physical barrier to eliminate the possibility of arc flash.

The lock for the police door switch compartments shall unlock with a skeleton style (#1) key. The lock for the main door(s) of the cabinet shall unlock with a Corbin #2 key. Two sets of two keys (main door/police door) shall be furnished with each of the cabinets.

The cabinets shall be supplied with a permanent label mounted on the upper portion of the inside front main door which shall contain the name of the cabinet manufacturer, controller manufacturer, model/part number and year/month of assembly.

The cabinets shall be supplied with a GFCI duplex outlet, as well as a multi-outlet strip. All AC+ line cords shall contain a flexible label with permanently lettering affixed to the plug end of the cord depicting the device/ assembly that it is connected to, i.e., ATC, FMU, video detection etc.

The cabinets shall be provided with two removable lifting eyes for placing the cabinet on its foundation. Each eye opening shall have a minimum diameter of 0.75 inches. Each lifting eye shall be able to support a weight limit of 1,000 pounds.

The quantity, size and location of the equipment shall correspond to the contract drawings for the ATC Cabinets. All equipment shall be installed with the correct number of mounting screws/mounting support devices. All internal cabinet wiring shall be routed such that there is no conflict for access to cabinet devices or interference with door mechanisms. The AC - buss used for terminating field signal cable shall be installed in a readily accessible location on the interior side wall in the rear of the cabinets in close proximity to the field output terminals (phoenix connectors).

The cabinets shall be equipped with an internal cable management system. The cable management system shall be comprised of nonconductive channels designed to facilitate wire and cable routing within an electrical enclosure.

All AC line cords used to power various in cabinet devices shall be permanently labelled as to which device it is connected to. This label shall be installed in close proximity to the plug end of the line cord.

All shelving used on the Power and Auxiliary side of the cabinet shall be designed with sufficient strength to fully support a 375 lb weight, the weight of two 12V lead acid batteries, per shelf, without sag or flex in the middle section of the shelf.

Cabinet Configuration – The cabinets shall be supplied with two side-by-side, 19" rack cages which shall extend from the bottom to the top of the cabinets.

The cabinet front left side shall provide for user interface to the in-cabinet equipment including the front panel of the controller, the cabinet status displays and detection system control interfaces. The cabinet rear shall provide access for termination of field cables and shall only be accessed for installation and for cabinet troubleshooting. The left-side rack of the cabinet relative to facing the cabinet from the front, to be referred to as the "Control" side, shall house the control devices such as the Controller, Cabinet Monitor Unit (CMU) and Auxiliary Display Unit (ADU), switch packs and the power distribution panel. As such, this rack shall be referred to as the "Control" side of the cabinet. The right-side rack of the cabinet relative to facing the cabinet from the front, to be referred to as the "Power and Auxiliary" side, shall house the spare card cage assembly, battery back-up devices (if required), communications elements and future ancillary devices.

Cabinet Doors - The NEMA P cabinets shall be supplied with four main doors: two on the front face and two on the back face. Each door shall open independently with an independent center post latching for each of the four doors. The front "control side" door shall be defined as the "primary" door; the remaining three (3) main doors shall be defined as "secondary" doors.

The cabinet main doors shall be provided with a stop to limit door opening to both 90° and 180° ±10°. The door stop bars shall be a captive type mechanism that serves to keep the bars in contact with the cabinet at both stop bar ends and provided with a catch that can be operated when the doors reach these 2 positions and shall hold the doors open securely until released. The cabinets shall be supplied with a three-point draw roller latching system consisting of the following latching points:

PART 1 - Center of the cabinet (lock)
PART 2 - Top of the cabinet – controlled by door handle
PART 3 - Bottom of the cabinet – controlled by door handle

The latching points on the top and bottom of the cabinet doors shall remain in the locked position until the door locks are disengaged. The locking mechanisms shall be equipped with nylon rollers to secure the top and bottom of the doors. The door locking mechanism shall be constructed such that it closes freely without obstruction with any internal cabinet device, shelf, rack system or internal metal support element.

The cabinets shall be supplied with a ¾" diameter shank, stainless steel latching handle for each door. The latching handle shall have a provision for padlocking the door in a closed position. The cabinets shall have a pliable seal composed of caulking compound or mastic installed between the cabinet bases and the concrete foundations and in between the riser base and the cabinet to prevent dust and dirt from entering the cabinets.

Extension Bases – The cabinets shall be supplied with a 6" high riser aluminum base that elevates the cabinet above the cabinet foundation. The color and finish of the base shall match the color and finish of the main cabinet is supports.

Internal Cabinet Lighting – The cabinets shall be supplied with white LED light panels which shall automatically illuminate via a door open switch whenever any one of the four main cabinet doors are opened.

The LED panels shall produce a minimum of 1,000 lumens on the Control side of the cabinets and 1,000 lumens on the Power/Auxiliary side of the cabinet and be protected by a clear shatterproof shield. The cabinet shall contain four light panels: two at the top of each rack assembly and two at the underside of the bottom shelf of each rack assembly. There shall be two switches on each of the four main doors. LED light

panel mounting brackets shall be installed such that they do not interfere with the unused rack mounting holes which could potentially conflict with the installation of future rack mounted devices. The second door switch shall be used to monitor when the door has been opened. The front control side door monitoring switch shall be connected to one of the door status inputs of the controller. The door monitoring switches for the remaining doors shall be connected to the second door status input to the controller. The door status inputs shall log a report event that one of the doors was opened.

Cabinet Fans – The cabinets shall be provided with thermostatically controlled ventilating fans and throwaway glass fiber air filters. The electric fans shall have ball or roller bearings and shall have a capacity of 100 $ft^3$ per minute. The fans shall be rated for continuous duty with a minimum service life of 3 years. The fan blades shall be supplied with a safety screen to prevent accident contact with the blades. The ventilating system shall be designed to prevent the entrance of rain, snow, dust, and insects. The fans and vents shall be arranged in such a manner that the air intake is at the cabinet bottoms and the exhaust is at the cabinet tops. The air intake shall be rain tight and covered with a removable glass fiber air filter. The removable air filter shall be firmly held in place with aluminum louvered backing plate such that cracks, and openings are eliminated to ensure that all air is filtered. The cabinets shall contain two fans. The thermostat panel shall be mounted to the top, rear of the cabinet's 19" equipment rack and oriented to be clearly visible allowing user adjustable temperature settings from a minimum of 70°F to 140°F and capable of activating the fans within plus or minus five degrees of the set temperature; the thermostat shall be initially set to 100°F. Any exposed terminals shall be covered to protect a technician's hand. There shall be two intake vents provided with the cabinet, one in each front door.

Cabinet Switches/Manual Control – The cabinets shall be supplied with a single police door panel located in the middle area of the front door on the Power and Auxiliary side. The switches shall be mounted in the police panel and labelled as to function. The three switches shall be supplied as follows:

a. Signal On/Off

b. Signal/Flash

c. Manual/Auto with cord

The manual control cord shall be a coiled type, sealed weatherproof covered hand switch extending to six feet when fully stretched. The cord shall be fastened to the cabinet via a compression type connector to provide strain relief for the cord's electrical connections. The police door panel shall be of sufficient size so as to store the manual control cord when panel door is closed. The police signal control button (interval advance) shall not be functional unless the manual / auto switch is in the manual position thus preventing a user to advance the signal displays without an active "manual control enable" controller input being active.

The cabinets shall be supplied with a technician's panel switches integrated into the lower output file rack assembly. This panel shall be supplied with the following switches:

a. Flash/Auto (Allows the controller to cycle while flashing)

b. Signals On/Off (Allows the controller to cycle with signal displays being dark)

c. Stop Time Normal/On (Provides the ability to manually activate a controller stop time input)

Cabinet Power - The main cabinet circuit breaker shall be rated at 30 amps. Circuit breakers shall be approved and listed by the UL. All circuit breakers shall be quick-make, quick-break on either automatic or manual operation. Contacts shall be silver alloy enclosed in an arc quenching chamber. Overload tripping

of breakers shall not be influenced by an ambient temperature range of from 0 to +158°F. The electrical current rating shall be stenciled on the support panel adjacent to each fuse and circuit breaker installed within the cabinet.

Pull-Out Drawers – The cabinets shall contain a pull-out drawer, 19" wide with sufficient strength to hold a laptop computer. The cabinets detail included in the contract drawings show the location of the pull-out drawer.

Spare Lateral Rack (SLR) – The cabinets shall be supplied with a Spare Lateral Rack (SLR) (empty cage) assembly. This rack assembly shall not be wired to any cabinet device, but rather used to store spare rack mounted cabinet devices such as switch packs, Serial Interface Units (SIUs), CMUs and phase selectors. This spare rack assembly shall be located at the top of the Power and Auxiliary rack. The rear of the assembly shall contain unterminated edge connectors which shall serve to hold the spare plug-in devices in place during storage.

Electric Meter Trim - The cabinets shall be supplied and installed with an electric service meter socket trim and electrical service disconnect switch mounted on the exterior of the cabinets. The meter and disconnect switch shall be installed centered on the side of the cabinets without doors such that it is not less than 48 inches nor more than 60 inches above final grade. The Contractor shall coordinate with the local electric utility company to determine the appropriate type of electric service meter socket trim and electrical conductors to be used. The line side cable shall be routed external to the cabinet from the ground to a 50 amp disconnect switch, then continuing to the bottom of the electric service meter socket trim, all through rigid steel conduit furnished and installed by the Contractor. The load side cable shall be routed through the cabinets and terminated on the line side of the main cabinet circuit breaker. The cable shall be routed through the interior of the cabinet such that it does not block or enter into available rack space preventing that space from being used either by equipment supplied as part of the project, or future equipment that would be installed in the rack system.

The cable shall be routed between the edge of the rack system and the cabinet side wall, along the bottom of the cabinet and below the bottom opening of the doors. Care shall be taken by the Contractor when installing the electric service meter socket trim and electrical service disconnect switch so that there is no damage inflicted on installed devices or the rack system during the installation. All metal shavings produced during the drilling of the access hole for the electric service shall be removed from the cabinet interiors by the Contractor. The Contractor shall install appropriate bushings to all cabinet penetrations. All wiring shall comply with all applicable local electrical codes as well as the National Electric Code.

Back of Door Documentation – The cabinets shall be supplied with a laminated door sticker. This sticker shall be permanently affixed to the inside front control side of the cabinet door. At a minimum, the sticker shall contain the following information:

1. Vehicle and pedestrian detection information including all detector channel assignments, phases assigned, approaches and cabinet termination points.

2. Per approach preemption information including channel, approach/direction and termination points.

3. Field termination chart showing per approach/per phase numbering of all signal circuits.

4. Signal phasing and signal plan with intersection geometry and signal head designations.

5. Any logic statements and text describing signal operation created by the internal logic programming.

6. Time of day and coordination program resident in the controller.

The back of the main front doors shall contain a resealable, heavy-duty opaque plastic envelope with two grommets that provide mounting to two integrated hooks installed on the back side of the front cabinet doors. The heavy-duty plastic envelope will be used to store cabinet wiring diagrams and operations manuals that cannot be accommodated in the pull-out draw storage tray.

Input and Output Channels – The cabinets shall be supplied with 32 output channels and 48 input channels. The input channel rack assemblies shall consist of two (2) 24 channel units.

Detector Test Switch Panels – The cabinets shall be supplied with a detector test switch panel. There shall be a total of 48 switches to allow for the manual placement of detector calls into the controller. Each switch shall be clearly labelled as to input channel. Each switch position shall correspond to the same controller input; switch one is for controller input channel one, switch two is for controller input channel 2, etc. The detector switch panel shall be comprised of switches that are wired directly to the corresponding input channels on the rack assemblies. Each switch shall be supplied with a red LED indicator to be illuminated whenever a channel input is active via the three-position detector switch. The use of an SIU internal to the detector test switch panel to provide this capability is not allowed. The switches shall be three position type and function as follows:

a. Up Position = Provides a constant call

b. Center Position = Normal operation (Phase receives call from detectors)

c. Down Position = Provides a momentary call

Standard ATC Cabinet Devices - A Cabinet Monitor Unit (CMU) and Auxiliary Display Unit (ADU) shall be supplied and installed in each of the cabinets. The CMU and ADU shall conform to requirements defined in the Advanced Transportation Controller Cabinet (ATCC) 5301 v02 standard. The CMU/ADU units supplied and installed as part of this project shall support 32 channels. All configuration programming shall be resident in a non-volatile Datakey device. Each CMU shall be supplied with a Datakey programmer and associated software. The Datakey programming software shall include a set-up wizard which shall assist the user with the initial set up of the device. The Contractor shall program the Datakey with data entries appropriate for each intersection. All programing resident on the Datakey shall be included in the hardcopy.

A cabinet power supply shall be supplied and installed in the cabinet. The cabinet power supply shall comply with ATCC 5301 v02.

All SDLC cables used to interconnect devices within the cabinet shall be supplied with factory installed protective wire covers to protect the connector side of the cables. The use of Contractor supplied/installed cable protector covers shall not be allowed.

<u>Cabinet Documentation (Hard copy. Flash Drive)</u>

Under these Items the Contractor shall supply a full set of cabinet wiring diagrams. The wiring diagrams shall depict all of the as-built cabinet wiring routing and terminations. Each in-cabinet device (switches, relays, connectors, surge protection devices, etc.) shall be labeled on the wiring diagram as to the function the device serves.

Three copies of the database programming for all in cabinet devices shall be provided with the cabinet. The database programming sheets shall reflect as-built programming resident in each unit at the time of acceptance. A printout of the databases contained in the controller, CMU, Preemption, Video Detection, or

any other equipment shall be provided to the Engineer. The databases shall be provided in both hard copy printouts and on a "thumb drive."

Operating and maintenance manuals for all in-cabinet devices shall be provided in electronic format.

Surge Suppression

Electrical filtering/surge protection shall be supplied and installed in each cabinet in accordance with ATCC 5301 v02 requirements and the manufacturer's recommendations. At a minimum, surge suppression shall be provided for incoming electric utility power conductors, all signal control circuits, vehicle detection, pedestrian detection, communications, and preemption system terminations. The use of a single fuse for surge suppression shall not be allowed.

The cabinets shall be electrically bonded and grounded to comply with Section 643, the National Electrical Code (NEC) and the National Electrical Safety Code (NESC), latest versions of each document.

Each in-cabinet current interrupting device (controller unit, flasher, and all other devices) shall be equipped with a suitable radio interference suppressor installed at the input power point. Interference suppressors shall be designed to minimize interference in both broadcast and aircraft frequencies. Suppressors shall be designed for 125 percent of the total connected load and shall meet standards of the UL and the EIA.

Spare Traffic Signal Equipment

The Contractor shall furnish and provide the following spare equipment in each of the proposed

ATC cabinets:

- A full complement of switch packs. The switch packs shall comply with ATCC 5301 v02.
- A full complement of Serial Interface Units (SIU). The SIUs shall comply with ATCC 5301 v02, plus 2 additional SIU.
- A full complement of flashers. The flashers shall comply with ATCC 5301 v02.
- A full complement of flash transfer relays. The flash transfer relays shall comply with ATCC 5301 v02.
- One (1) additional CMU USB data key programmer tool with software.

All spare equipment required to be supplied with the cabinets shall be stored in the SLR and any additional spare equipment shall be placed on the Power and Auxiliary side shelves. No spare equipment shall be placed on the interior cabinet foundations.

**Video Detection System**

The Contractor shall provide a Video Detection System to detect vehicles. The system shall also provide full motion video output showing zones highlighted during detection for fine-tuning. All hardware and software within the traffic signal cabinet shall be compliant with the traffic signal controller.

The Video Detection System shall utilize a single 360-degree camera with the ability to view and detect vehicles and bicycles on every approach within the detection zone shown on the Plans. The major components of the Video Detection System are further described as follows:

Prior to installation of the Video Detection System a detailed site survey shall be conducted by a factory trained and certified representative. The site survey shall ensure that the design of the camera, camera location, camera optics, and video/data interconnect is appropriate for the application.

The supplier of the Video Detection System shall supervise the installation and testing of the Video Detection System and computer software. A factory certified representative from the supplier shall be on site during installation.

The Video Detection System shall provide one National Television Standards Committee (NTSC) color composite video output.

The Video Detection System shall provide a minimum of 20 detection zones. The system shall provide flexible, user configurable detection zone placement at any orientation within the field of view of the Video Detection System Camera. It shall be possible to overlap detection zones. It shall be possible to configure the Video Detection System to provide detection signals to the traffic signal controller which are comprised of Boolean combinations of detection zones.

The Video Detection System shall provide failsafe operation whereby it places continuous vehicle calls to the traffic signal controller on all detection zones in the event it senses unacceptable video from the Video Detection System Camera.

The Video Detection System shall include a configuring device and/or a Windows based computer software that provides for configuring the Video Detection System, viewing real time video, and updating the flash memory of the Video Detection System with updated application software.

The Video Detection System shall provide count and presence detection performance with at least 96% accuracy under normal (day and night) conditions.

The Video Detection System shall utilize FLASH memory to store the resident application software.

The Video Detection System shall be comprised of a Video Detection System Camera, Video Detection System Cable, and Video Detection System Hardware.

**Video Detection System Camera**

The Video Detection System Camera shall operate without degradation over a temperature range of -40 to 50 degrees Celsius at a relative humidity of 10% to 100% condensing.

The Video Detection System Cameras shall be housed in a water resistant, dust proof NEMA-4 housing. The housing shall include a rear connector for connection of the Video Detection System Cable. The housing shall be field rotatable to allow for proper alignment between the camera and the traveled road surface.

The Video Detection System Cameras shall have a heater to prevent the formation of ice and condensation in cold weather and allow the camera to operate correctly while exposed to precipitation and direct sunlight.

The Video Detection System Cameras shall provide useable video and resolvable features in the video image when those features have luminance levels as low as 0.1 lux at night, and as high as 10,000 lux during

the day. The Video Detection System Camera shall contain an automatic gain control (AGC) to provide a satisfactory image over the full range of light levels.

**Video Detection System Cable**

The Video Detection System Cable shall interconnect the Video Detection System Camera with the Video Detection System Hardware in the traffic signal control cabinet.

The Video Detection System Cable shall meet the design requirements of the Video Detection System Camera manufacturer and shall be designed and manufactured specifically for the Video Detection System Camera supplied.

The Video Detection System Cable shall be capable of withstanding the rigors of outdoor environments, including all combinations of precipitation, heat and cold from -34 to 74 degrees Celsius, and direct exposure to sunlight without exhibiting any signs of deterioration over time.
The Video Detection System Cable shall be installed with a suitable drip loop to prevent the entrance of water into the housing.

**Video Detection System Hardware**

The Video Detection System Hardware shall operate without degradation over a temperature range of -34 to 74 degrees Celsius at a relative humidity of 10% to 90% condensing.

The Video Detection System Hardware shall include interface device(s) which shall be installed in the traffic control cabinet.

The interface device(s) shall be used to terminate the traffic controller cabinet end of the Video Detection System Cable.

The interface device(s) shall contain transient suppression devices for all signals transported on the Video Detection System Cable, including but not limited to video, data, and power.

The surge protector shall be electrically connected to the cabinet ground rod.

Surge protectors should have peak surge current protection of at least 10K amperes with a response time of less than 5 nanoseconds. The protector complies when a lab report from an independent test laboratory stating the product passes this specification is submitted with the shop drawings.

Units should be pre-approved or unconditionally guaranteed for at least 10 years and certified to comply with the product's published specifications by an independent laboratory.

The interface device(s) shall contain a switch or shut-off mechanism that shall allow the user to turn off AC service to all components of the Video Detection System. The interface device(s) shall contain a connector for interfacing to a configuring device and/or a Windows based computer in the field for the purpose of configuring the Video Detection System, viewing real time video, and for updating the flash memory of the Video Detection System with updated application software.

The Video Detection System Hardware shall include all necessary cables for interconnection to the traffic signal controller, AC power service, a modem for transport of NTSC video to the traffic operations center, and a configuring device and/or a Windows based computer in the field.

<u>Software</u>

All computer system, controller, conflict monitor, and amplifier software shall be supplied with the latest available revision. Any software upgrades released by the manufacturer shall be supplied at no charge to the owner for a period of five years after acceptance of the work.

Load switches shall comply with Subsection 6.2 of the NEMA TS 2 Standard. All load switches shall utilize optically isolated encapsulated modular solid-state relays. Discrete components on circuit boards are not acceptable. Load switch indicator lights shall be LED-type and wired on the input side of the device.

Note: The controller cabinet assembly shall be initially supplied with a full complement of load switches to accommodate each available position of the backpanel.

**Flasher**

Flashers shall comply with Subsection 6.3 of the NEMA TS 2 Standard and be equipped with two output indicator lights which will show flashing power out to the cabinet assembly.

**Testing of Grounding System**

The Contractor shall perform testing of the equipment grounding system in the presence of the Engineer in accordance with the Standard Specifications. A ground rod shall be installed in the controller cabinet.

**Data Base Programming**

Each programmable local hardware component shall be initially programmed by the Contractor based on information contained on the plans. Three (3) sets of hard copy programming per device shall be supplied and stored in each controller cabinet.

**Surge Suppression for Traffic Signal Equipment**

Wherever electronic traffic signal equipment is located (cabinets, cameras, etc.), each input & output should be surge protected except traffic signal outputs. Signal outputs from load switches do not need surge suppression since the load switches act as surge suppressors.

The surge protector must be electrically connected to the nearest grounded metal structure or nearest ground rod.

Surge protection for power service shall conform to the current NEMA TS-2 standard except surge capacity shall be 80 kA. The product complies when a lab report from an independent test laboratory stating the product passes the current NEMA TS-2(5.4.2.4) specification (with the additional surge capacity of 80 kA) is submitted with the shop drawings.

Surge protection for all loop, pedestrian button, and pre-emption connections should have peak surge current protection of at least 10K amperes with a response time of less than 5 nanoseconds. The product complies when a lab report from an independent test laboratory stating the product passes this specification is submitted with the shop drawings.

Units should be unconditionally guaranteed for at least 10 years.

**Mast Arm Structures**

Mast arm structures shall be galvanized steel and shall conform to the provisions of M8.18.2. Mast arm structures shall be fabricated by the suppliers approved by MassDOT. All signal heads and signs on the mast arms shall be fixed mounted. Shoe type bases shall be used.

Design shall be in accordance with AASHTO, "Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals." 6th edition with latest interim revisions. AASHTO breakaway requirements shall not apply. Shop drawings and wind load calculations (110 mph) shall be submitted and stamped by a professional engineer registered in the Commonwealth of Massachusetts.

The work under these items shall be in compliance with Engineering Directive E-16-001 dated December 2015 Overhead Signal Structure Standard Drawings.

**Mast Arm Foundations**

The Contractor's attention is drawn to the fact that a core footing shall be provided for mast arm foundation. The Contractor shall provide and include in the lump sum bid price a drive sample boring with a rock core at the location the foundation for the proposed mast arm shown on the plans. The boring shall be taken to a depth of 15 feet, as a drive sample boring, unless rock is encountered above this depth, in which case, the boring shall continue as a core boring for 5 feet into rock. Borings and boring reports shall conform to the relevant provisions of Sections 190.61, 190.63 and 801.62 of the Standard Specifications. Boring reports shall indicate the ground water level observed and where the boring was taken. A 1'=20' scale plan shall be provided to the Engineer indicating the location of each boring. The Contractor shall notify the Engineer at least five working days in advance of the time he intends to take the borings. The Boring Contractor shall be subject to the approval of the Engineer. Upon receipt of the boring reports, shop drawings, and the design calculations for the mast arm structures, Engineer will select the appropriate foundation for 110 mph wind zone based on the soil type as shown in the 2015 Overhead Signal Structure & Foundation Standard Drawings. Foundation shall be as shown in the Standard Drawings.

For the purpose of bid comparison only, the soil type for mast arm foundations shall be assumed to be Wet Sandy Soil and the foundation shall correspond to the details shown on the MassDOT Standard Details for Mast Arm Foundations for the appropriate loading condition. All mast arms shall have a 3'-6" diameter foundation as shown in the Contract Drawings. Where soil conditions are such that, in the opinion of the Engineer, the typical foundation design is not suitable, the Engineer shall provide a modified design for the foundation. Adjustments to the foundation design shall be paid for under Item 815.98, Footing Cost Adjustment.

The mast arm foundation shall be a concrete cored foundation as shown on the 2015 Overhead Signal Structure & Foundation Standard Drawings for Mast Arms Cored Pier Foundations.

The lower portions of all foundations shall be placed directly against undisturbed earth. No forms or reinforcing for foundations shall be set nor shall concrete be placed until the excavation has been inspected by the Engineer and his approval to proceed has been given.

The top of all foundations in sidewalk areas shall be located flush with finish grade. The top of each mast arm foundation shall not be exposed in the sidewalk.

Shop drawings and calculations associated with mast arm foundations shall be submitted and stamped by a professional engineer registered in the Commonwealth of Massachusetts.

**Labels**

All time settings, switches, harnesses, relays, terminals, and fuses shall be clearly and permanently labeled.

**Pedestrian Signal Heads**

All pedestrian signal heads shall be mounted so that there is a minimum of 24 inches between any part of the housing or visor and the outer face of the curb. All pedestrian signal heads shall be aluminum.

Pedestrian signals shall be an approved single section 16 inch Light Emitting Diode (LED) type pedestrian signal head capable of displaying international symbols ("Hand/Person Walking" indications) as per the MUTCD with a countdown display.

**Backplates**

Backplates shall be aluminum with a non-louvered profile. Backplates shall have a 5 inch border width and a dull flat black color with a 3 inch yellow retroreflective border. Only backplates that are listed in the latest MassDOT "Qualified Traffic Control Equipment List" will be used on this project.

**Vehicle Signal Heads**

All proposed vehicle signal heads shall be aluminum. When, in judgment of the Engineer, the visibility of existing or proposed signal faces will be obstructed by trees and other vegetation, the contractor shall clear the obstructions for proper sight distance. Any clearing necessary shall be done within the State, County, or Town layout, as directed by the Engineer.

**LED Vehicle and Pedestrian Signal Modules**

The LED module shall be an approved item from MassDOT's Qualified Traffic Control Equipment List.

If the LED module conforms to the latest ITE performance specifications and is Energy Star compliant, it may be submitted for approval to be placed on the Qualified Traffic Control Equipment List.

To prevent the LED module warranty from being voided, the connecting leads on the module shall not be cut. The original LED module leads shall be connected to the signal head terminal block as continuous wire without splices.

The LED signal module will be replaced or repaired by the manufacturer if it exhibits one of the following:

A failure due to workmanship or material defects within the first 60 months of field operation.

A greater than 40 percent light output degradation or a fall below the minimum intensity levels (as defined by the latest ITE performance specifications) within the first 36 months of field operation.

**Accessible Pedestrian Signals**

The pedestrian accessible pushbutton shall provide valuable information and cues via both a vibrating arrow button and audible sounds making the intersection accessible for all pedestrians. Informational messages shall be utilized at all pedestrian pushbutton locations. The messages shall conform to the requirements of Section 4E of the MUTCD.

Pedestrian pushbutton controls shall be raised from or flush with their housings and shall be a minimum of 2 inches in the smallest direction. The force required to activate the controls shall be no greater than 5 pounds.

Pedestrian pushbuttons shall be located as close as practicable to the sidewalk curb ramp serving the controlled crossing and shall permit operation from a clear ground space. Pushbuttons shall be located according to the plans and in conformance with Fig 4E-4 of the 2009 MUTCD, with the arrow pointed parallel to the crosswalk being controlled. If two crosswalks, oriented in different directions, end at or near the same location, the positioning of pedestrian pushbuttons and/or legends on the pedestrian pushbutton signs shall clearly indicate which crosswalk signal is actuated by each pedestrian pushbutton. Typically, pushbuttons shall be separated by a minimum 10 foot distance per MUTCD Fig 4E-4. The 9"x15" standard sign (R10-3f) shall be integral to the pushbutton assembly.

Accessible Pedestrian Signals (APS) will be in accordance with the latest version of PROWAG, and MUTCD (2009 - paragraph 2 of Section 4E.11) to provide both audible AND vibrotactile walk indications.

All sounds shall emanate from the unit via a weather-proof speaker that is protected by a vandal resistant screen. The volume of the sounds shall be 5 dB above ambient background sounds to a maximum of 100 dB. The accessible pedestrian pushbutton shall provide the following operating functions:

- Audible Locator tone, tells the pedestrians that the intersection is equipped with accessible pedestrians pushbutton and where it is.
- Acknowledge tone, tells the pedestrians that they have places the call.
- Informational message, tells the pedestrians about the crossing.
- Walk Cycle message, tells the pedestrians when the Walk Sign is on. Each board has three walk cycle messages; Chirp, Cuckoo, or Custom message.
- Visual: A red LED is lit when the pedestrians has placed a call.
- Tactile: The directional vibro-tactile arrow becomes active with the Walk Sign.

The accessible pedestrian pushbutton shall be installed at a maximum of 42 inches above the finished sidewalk elevation, the pushbutton shall be raised from or flush with their housings and shall be a minimum of 2 inches in the smallest direction. The force required to activate the controls shall be no greater than 5 pounds.

**Wiring and Service Connections**

Traffic signal cable shall be of Type 2, #14 AWG stranded, 10-conductor minimum meeting the requirements of IMSA Specification 20-1, except for mast arm and /or span wire traffic signal cable, which shall be Type 2, #14 AWG stranded, 5-conductor minimum meeting the requirements of IMSA Specification 19-1. All systems shall have a minimum of one (1) 10-conductor cable for each vehicle phase, overlap phase, and pedestrian phase for controller outputs to field wiring required by the timing and sequence plan. A minimum of a five (5) spare conductors shall be provided in the base of each signal post and mast arm. Openings, where cables enter the base of a cabinet, shall be sealed with an approved elastic sealing compound. The open ends of conduits entering or leaving mast arms, posts, and pull boxes shall also be sealed with the approved elastic sealing compound.

The work for service connections shall consist of furnishing and installing all materials and equipment to deliver power to the traffic signals and related electrical systems.

A new service connection is to be provided at the intersection as shown on the plans and the location is approximate only. The Contractor shall coordinate with the servicing utility to determine exact location,

arrange to complete the service connection, and be responsible for all charges incidental thereto. A 3-inch diameter, non-metallic conduit shall be used for each service connection.

**Optical Emergency Preemption System**

The work consists of furnishing and installing optical traffic signal preemption systems ready for operation, as described herein and shown on the plans. Included in the work is the furnishing and installing of traffic signal preemption unit and related equipment, optical detection equipment and all necessary connections to the traffic signal controller. The emergency preemption system equipment shall be included in the latest version of the MassDOT Qualified Traffic Control Equipment.

The emergency preemption system shall consist of a data-encoded phase selector to be installed within the existing control cabinet. This unit will serve to validate, identify, classify, and record the signal from the optical detectors located on support structures at the intersection. Upon receiving a valid signal from the detector, the phase selector shall generate a preempt call to the controller initiating a preemption operation as shown on the plans.

The phase selector shall be a rack-mounted plug-in two-channel, dual-priority device. The phase selector shall plug into a shelf-mounted single card slot chassis. Programming the phase selector shall be via a PC-based computer utilizing unit specific software. One copy of software on a disk shall be supplied and licensed to the Town as part of this contract. A hard copy of final programming data shall be left in the control cabinet. The Contractor shall supply a complete set of interface cables for phase selector to laptop connection.

Emergency vehicles equipped with optical energy emitters transmit optical energy impulses to optical detectors mounted at the intersection. When optical energy impulses are received at the intersection, control of the signals shall transfer from the local controller to show a selected display shown on the plans to assist the vehicle through the intersection without conflict. After the vehicle has passed through the intersection, control of the signals shall then return to the local controller which shall restore the appropriate timings that were in effect prior to preemption.

1. General Operation and Description of Work

   The following description of work specifies the responsibilities involved in the installation of optical preemption equipment.

   The Contractor is required to supply material and labor (required or shown) for the complete installation of optical preemption equipment at the specified location in this project. Intersection preemption equipment required includes optical detectors, phase selectors, card rack, preemption indicator lights, cable, interfacing of preemption equipment to the local controller, making electrical connections, and all required incidentals.

   The following are the operational requirements of the optical preemption system:

   - Operating sequence, as specified, shall be initiated when detector receives optical energy of the required repetition rate from an emitter.

   - Detector shall transform the optical energy signals into electrical signals and transmit the electrical signal to the phase selector for processing.

- Phase selector shall cause the local controller to show a selected display identical to one of the color interval displays normally available in the controller which will assist the emergency vehicles through the intersection without conflict.

- Phase selector shall allow the controller to release from hold and resume normal operation after optical energy signals are lost provided the desired green display has already been obtained.

Detector cable for optical preemption equipment shall meet specifications of the system manufacturer.

2. Installation

The preemption equipment manufacturer shall be responsible for preemption system design and documentation.

Preemption System Design and documentation shall include the following:

- Provide the installing agency with locations for detector installation. Suggested detector locations are shown on the plans and may be changed to improve the operation. Notice shall be given to the Engineer prior to any change.
- Provide the controller manufacturer, Engineer, and owner with electrical diagrams.

The installer shall install the equipment consistent with the preemption equipment manufacturer's recommended installation procedures and electrical diagrams in a neat and workmanlike manner.

The preemption equipment manufacturer shall be responsible for operational checkout of the specified preemption functions prior to final acceptance and approval by the Town of Mansfield.

Operating checkout includes the following:

- Verifying that the preemption system is properly installed as per the preemption manufacturer's recommendations and the electrical diagrams as provided by the preemption equipment manufacturer.

- Verifying that the priority system timing and range are properly set. Preemption equipment warranties are put into effect.

- Instructing the vehicle drivers or their representative(s) in the operation of the preemption system.

3. Warranty

All components of the preemption system specified herein shall be warranted by the manufacturer to be free of defects in materials and workmanship for a period of two years from the date of delivery or one year from the date of installation, whichever occurs first.

The Contractor shall repair or replace, free of charge to the Town of Mansfield, any part that fails in any manner during the warranty period, and six months after final acceptance of the project by the Owner.

**Preemption Indicator Light**

Two preemption indicator lights shall be provided and mounted as shown on the plans. They shall be located in a position where they may be visible from all preemption approaches to each intersection. The light shall be weather tight and consist of a clear (white) strobe which shall be illuminated whenever the controller is in the emergency preemption phase. A separate cable is required for the indicator light; the spare signal cable shall not be used. The indicator light shall meet ITE, NEMA, IMSA, and MassDOT standards.

**Fine Tuning, Testing and Adjustment Period**

After the Contractor has finished installing the controller and all other associated signal equipment to operate as specified in the contract documents, the fine tuning, adjusting and testing period shall begin. During this period, the Contractor, under the direction of the Engineer, will make necessary adjustments and tests to insure safe and efficient operation of the equipment. No request for final acceptance will be considered until successful completion of the testing period.

**Guarantee After Final Acceptance**

The Contractor shall diagnose (trouble-shoot) the system and, at his own expenses replace any part of the traffic signal control equipment found to be defective in workmanship, material or manner of functioning within six months from date of final acceptance of all the installations under this Contract. This requirement does not affect the one-year warranty period on equipment specified in Subsection 815.20 of the Standard Specifications.

Upon the date of acceptance of the project by MassDOT and the Town of Randolph, the Contractor shall turn over all guarantees and warranties to the Engineer, where applicable.

**Record Traffic Signal Layout Plans**

It is the responsibility of the Contractor to provide electronic Record traffic signal layout plans indicating all changes made during construction. The plans shall indicate the location of traffic signal equipment retained, removed and reset, and installed, including detectors, signal posts, mast arms and/or strain poles, pedestrian and vehicular signal heads, controller cabinets, conduit, pull boxes and service connections. The plans shall also indicate the final field timing and sequence, major items list, power-pole number, and meter number. Electronic Record plans shall be provided in accordance with MassDOT signal inventory standards, including electronic picture files, one for each approach to the signal. The Contractor shall negotiate a fee with the Designer for the preparation and submission of Record plans of the traffic signal layout to MassDOT and the Town of Randolph prior to the final acceptance of the project.

**Miscellaneous Requirements**

The actuated controller shall have capability to preempt to a preselected phase by external command. Because this is often overlooked, the Contractor's attention is drawn to the requirements of Section 813.60C, Splicing, relative to four optional methods of splicing in signal bases, Section 813.40C, Ground Electrodes, relative to Requirement 1 - Connection to a Water Piping System, and Section 813.61, Equipment Grounding.

All anchor bolts and bolts for holding hand hole and access covers shall be greased at the time of installation.

All proposed conduit shall be 3 inch Type NM, plastic conduit unless otherwise specified. 3 inch conduit shall be paid for under Item 804.3 and shall not be included in the lump sum bid price for Item 815.1.

The Contractor shall make all necessary arrangements with the electric company for the service connections or for any main power cut off when necessary, and bear all charges incurred thereby.

The Contractor shall notify MassDOT and the Town of Randolph of the starting date of the fine tuning period and shall have MassDOT and the Town present for an inspection of the traffic signal.

BASIS OF PAYMENT

The lump sum price bid for Item 815.1 shall constitute full compensation for all labor, materials, and equipment necessary or incidental to the installation of a complete intersection traffic control signal system functioning as specified and as shown, including excavation and backfill, foundation, soil boring for foundation, service connections and all charges therefore, except for the 3 inch electrical conduit, Type NM Plastic (UL), which will be paid for under Item 804.3, 3 inch electrical conduit, electric handholes which will be paid for under Item 811.23, and 12"x12" pull boxes which will be paid for under Item 811.31.

**ITEM 852. SAFETY SIGNING FOR TRAFFIC MANAGEMENT SQUARE FOOT**

Work under this Item shall conform to the applicable requirements of Sections 828 and 840 of the Standard Specifications. Upon completion of the project all construction signs and support posts shall be removed. All post foundations shall be removed to a depth of at least 6 inches below finish grade.

Payment under this Item shall by the Contract Unit Price bid per Square Foot, which price shall include the furnishing, installation, maintenance, removal, resetting and all labor, materials, equipment, transportation, and incidental costs to complete the work to the satisfaction of the Engineer.

**ITEM 852.11 TEMPORARY PEDESTRIAN BARRICADE FOOT**
**ITEM 852.12 TEMPORARY PEDESTRIAN CURB RAMP EACH**

DESCRIPTION

Work under these items consist of furnishing, deploying, maintaining in proper operating conditions, and removing temporary pedestrian barricades and temporary pedestrian ramps as part of a Temporary Pedestrian Access Route (TPAR) in order to guide pedestrians around a fully- or partially-closed sidewalk. These devices are intended to prevent pedestrians from entering the work area and to prevent pedestrians from inadvertently entering the vehicle travel lane by providing visual and physical separation between each space.

MATERIALS

The Temporary Pedestrian Barricade shall have a continuous bottom rail or edge no more than two (2) inches above the ground and eight (8) inches in height (minimum) to accommodate cane users, have a smooth and continuous hand railing along the top edge no less than 32 inches above the ground and not obstruct or project into the pedestrian path of travel. Barricade walls shall be nearly vertical and generally within the same plane.

If exposed to traffic, Temporary Pedestrian Barricades shall be crashworthy.

The Temporary Pedestrian Curb Ramp shall provide a 48 inch minimum width, with a firm, stable, and non-slip surface. Protective edging with a two (2) inch minimum height shall be installed when the curb ramp or landing platform has a vertical drop of six (6) inches or greater.

The Temporary Pedestrian Curb Ramp walkway and landing area surface shall be of a solid, continuous, contrasting color abutting up to the existing sidewalk.

If a Temporary Pedestrian Curb Ramp leads to a crosswalk, a detectable warning pad must be used at the base of the ramp; if it leads to a protected path that does not conflict with vehicular traffic then a detectable pad shall not be used.

CONSTRUCTION METHODS

The Temporary Pedestrian Barricade shall be placed in an area that will provide pedestrians with a TPAR on a smooth, continuous hard surface for its entirety. The geometry and alignment of the facility shall meet the applicable requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities" and the Massachusetts Architectural Access Board.

The recommended width of the TPAR is 60 inches, but if constraints exist a minimum clear width of 48 inches shall be provided along its entirety. If a 60 inch width cannot be accommodated in full, a 60 inch by 60 inch passing space shall be provided every 200 feet or less along the TPAR.
Turning areas shall be 60 inches by 60 inches minimum.

Lateral joints between any surfaces shall not exceed 0.5 inches. Lateral edges may be vertical up to 0.25 inches high and shall be beveled at 1V:2H between 0.25 inches and 0.5 inches.

The TPAR shall be kept clear of debris, snow, and ice and the Temporary Pedestrian Barricades and Temporary Pedestrian Curb Ramps shall not obstruct drainage.

Removal and/or resetting of Temporary Pedestrian Barricades and Temporary Pedestrian Curb Ramps shall be considered incidental.

METHOD OF MEASUREMENT

Temporary Pedestrian Barricade will be measured by the foot, in place.
Temporary Pedestrian Curb Ramp will be measured by Each complete in place.

BASIS OF PAYMENT

Payment for Temporary Pedestrian Barricades will be made at the contract price per foot installed in place, including all incidental items. This price shall include the cost of furnishing, installing, resetting, removal, and maintaining in good working condition.

Payment for Temporary Pedestrian Curb Ramps will be made at the contract price per each unit installed in place, including all incidental items. This price shall include the cost of furnishing, installing, resetting, removal, and maintaining in good working condition.

**ITEM 854.01 TEMPORARY PAVING MARKING (PAINTED) FOOT**

The work to be done under this Item shall conform to the relevant provisions of Section 860 and the following:

The work shall include all temporary pavement markings, regardless of size (6" typical) or color. The work shall also include, to avoid confusion, the removal of existing pavement marking as deemed unnecessary by the Engineer. Painting over those markings to be removed with black paint will not be allowed.

Payment under this Item shall be at the Contract Unit Price bid per Foot, which price shall include all material, labor and equipment, including machinery to remove existing markings, to provide temporary pavement markings, to the satisfaction of the Engineer.

**MISCELLANEOUS SIGNS**

**ITEM 874.51 REMOVED, DISCARDED, STACKED, OR RESET LUMP SUM**

The work under this Item shall include removing, stacking, resetting, transportation and discarding existing warning, regulatory and miscellaneous signs and supports as shown on the plans and directed by the Engineer. The work also includes the removing and resetting of existing sign panels on new supports, as shown on the plans or as directed by the Engineer.

Existing foundations shall be removed to a minimum depth of 12 inches below the proposed finished grade and the holes backfilled with gravel. The Contractor shall be responsible for the signs, and shall replace or repair at no additional compensation any signs damaged due to the contractor's operations.

The existing signs shall not be removed until the new signs and structures replacing them are ready for traffic or until the Engineer shall permit.

Payment for this Item shall be made at the Contract Lump Sum bid, which sum shall constitute full payment for all labor, material and equipment necessary for dismantling, loading, transporting, removing and stacking existing signs and supports, resetting existing sign panels on new supports where directed to do so, excavation, gravel backfill, surface restoration where foundations are removed and any other item of work necessary to complete this Item to the satisfaction of the Engineer.

Breakaway Sign post assembly with foundation, where required, shall be paid for under Item 847.

**END OF SECTION**

# APPENDIX A

# MASSDOT STATE HIGHWAY ACCESS PERMIT (PERMIT PENDING)

# APPENDIX B

# PREVAILING WAGE RATES

# THE COMMONWEALTH OF MASSACHUSETTS
# EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
# DEPARTMENT OF LABOR STANDARDS
# Prevailing Wage Rates

MAURA HEALEY
Governor
KIM DRISCOLL
Lt. Governor

**As determined by the Director under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H**

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

| | | | |
|---|---|---|---|
| **Awarding Authority:** | Randolph | **City/Town:** | RANDOLPH |
| **Contract Number:** | | | |
| **Description of Work:** | Construction of a new traffic signal and associated conduit, handholes, pullboxes, curbing, curb ramps, curb extensions, sidewalk, pavement striping and signing, and temporary traffic control and signing. | | |
| **Job Location:** | South Main Street and Centre Street, Randolph MA | | |

**Information about Prevailing Wage Schedules for Awarding Authorities and Contractors**

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F “rental of equipment” contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets form DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to http://www.mass.gov/dols/pw.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| (2 AXLE) DRIVER - EQUIPMENT<br>TEAMSTERS JOINT COUNCIL NO. 10<br>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 1/1/2026 | $40.95 | $16.17 | $21.78 | $0.00 | $0.00 | $78.90 |
| | 6/1/2026 | $41.95 | $16.17 | $21.78 | $0.00 | $0.00 | $79.90 |
| | 12/1/2026 | $41.95 | $16.17 | $23.52 | $0.00 | $0.00 | $81.64 |
| | 1/1/2027 | $41.95 | $16.77 | $23.52 | $0.00 | $0.00 | $82.24 |
| (3 AXLE) DRIVER - EQUIPMENT<br>TEAMSTERS JOINT COUNCIL NO. 10<br>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 1/1/2026 | $41.02 | $16.17 | $21.78 | $0.00 | $0.00 | $78.97 |
| | 6/1/2026 | $42.02 | $16.17 | $21.78 | $0.00 | $0.00 | $79.97 |
| | 12/1/2026 | $42.02 | $16.17 | $23.52 | $0.00 | $0.00 | $81.71 |
| | 1/1/2027 | $42.02 | $16.77 | $23.52 | $0.00 | $0.00 | $82.31 |
| (4 & 5 AXLE) DRIVER - EQUIPMENT<br>TEAMSTERS JOINT COUNCIL NO. 10<br>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 1/1/2026 | $41.14 | $16.17 | $21.78 | $0.00 | $0.00 | $79.09 |
| | 6/1/2026 | $42.14 | $16.17 | $21.78 | $0.00 | $0.00 | $80.09 |
| | 12/1/2026 | $42.14 | $16.17 | $23.52 | $0.00 | $0.00 | $81.83 |
| | 1/1/2027 | $42.14 | $16.77 | $23.52 | $0.00 | $0.00 | $82.43 |
| ADS/SUBMERSIBLE PILOT<br>PILE DRIVER LOCAL 56<br>PILE DRIVER LOCAL 56 (ZONE 1)<br>For apprentice rates see "Apprentice- PILE DRIVER" | 1/1/2024 | $117.16 | $10.08 | $11.62 | $12.67 | $0.00 | $151.53 |
| AIR TRACK OPERATOR<br>LABORERS<br>LABORERS - ZONE 2<br>For apprentice rates see "Apprentice- LABORER" | 12/1/2025 | $41.97 | $10.15 | $9.50 | $9.11 | $0.00 | $70.73 |
| | 6/1/2026 | $43.41 | $10.15 | $9.50 | $9.11 | $0.00 | $72.17 |
| | 12/1/2026 | $44.85 | $10.15 | $9.50 | $9.11 | $0.00 | $73.61 |
| | 6/1/2027 | $46.30 | $10.15 | $9.50 | $9.11 | $0.00 | $75.06 |
| | 12/1/2027 | $47.75 | $10.15 | $9.50 | $9.11 | $0.00 | $76.51 |
| | 6/1/2028 | $49.25 | $10.15 | $9.50 | $9.11 | $0.00 | $78.01 |
| | 12/1/2028 | $50.75 | $10.15 | $9.50 | $9.11 | $0.00 | $79.51 |
| AIR TRACK OPERATOR (HEAVY & HIGHWAY)<br>LABORERS<br>LABORERS - ZONE 2 (HEAVY & HIGHWAY)<br>For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | 12/1/2025 | $41.97 | $10.15 | $9.50 | $9.21 | $0.00 | $70.83 |
| | 6/1/2026 | $43.41 | $10.15 | $9.50 | $9.21 | $0.00 | $72.27 |
| | 12/1/2026 | $44.85 | $10.15 | $9.50 | $9.21 | $0.00 | $73.71 |
| ASBESTOS REMOVER - PIPE / MECH. EQUIPT.<br>HEAT & FROST INSULATORS LOCAL 6<br>HEAT & FROST INSULATORS LOCAL 6 (BOSTON) | 12/1/2025 | $44.80 | $14.50 | $4.30 | $6.75 | $0.00 | $70.35 |
| ASPHALT RAKER<br>LABORERS<br>LABORERS - ZONE 2<br>For apprentice rates see "Apprentice- LABORER" | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.11 | $0.00 | $70.23 |
| | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.11 | $0.00 | $71.67 |
| | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.11 | $0.00 | $73.11 |
| | 6/1/2027 | $45.80 | $10.15 | $9.50 | $9.11 | $0.00 | $74.56 |
| | 12/1/2027 | $47.25 | $10.15 | $9.50 | $9.11 | $0.00 | $76.01 |
| | 6/1/2028 | $48.75 | $10.15 | $9.50 | $9.11 | $0.00 | $77.51 |
| | 12/1/2028 | $50.25 | $10.15 | $9.50 | $9.11 | $0.00 | $79.01 |
| ASPHALT RAKER (HEAVY & HIGHWAY)<br>LABORERS<br>LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.21 | $0.00 | $70.33 |
| | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.21 | $0.00 | $71.77 |
| | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.21 | $0.00 | $73.21 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | | |
| ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE | 12/1/2025 | $59.28 | $16.05 | $13.25 | $3.25 | $0.00 | $91.83 |
| OPERATING ENGINEERS LOCAL 4 | 6/1/2026 | $60.58 | $16.05 | $13.25 | $3.25 | $0.00 | $93.13 |
| OPERATING ENGINEERS LOCAL 4 | 12/1/2026 | $62.03 | $16.05 | $13.25 | $3.25 | $0.00 | $94.58 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| BACKHOE/FRONT-END LOADER | 12/1/2025 | $59.28 | $16.05 | $13.25 | $3.25 | $0.00 | $91.83 |
| OPERATING ENGINEERS LOCAL 4 | 6/1/2026 | $60.58 | $16.05 | $13.25 | $3.25 | $0.00 | $93.13 |
| OPERATING ENGINEERS LOCAL 4 | 12/1/2026 | $62.03 | $16.05 | $13.25 | $3.25 | $0.00 | $94.58 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| BARCO-TYPE JUMPING TAMPER | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.11 | $0.00 | $70.23 |
| LABORERS | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.11 | $0.00 | $71.67 |
| LABORERS - ZONE 2 | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.11 | $0.00 | $73.11 |
| | 6/1/2027 | $45.80 | $10.15 | $9.50 | $9.11 | $0.00 | $74.56 |
| | 12/1/2027 | $47.25 | $10.15 | $9.50 | $9.11 | $0.00 | $76.01 |
| | 6/1/2028 | $48.75 | $10.15 | $9.50 | $9.11 | $0.00 | $77.51 |
| | 12/1/2028 | $50.25 | $10.15 | $9.50 | $9.11 | $0.00 | $79.01 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| BLOCK PAVER, RAMMER / CURB SETTER | 12/1/2025 | $41.97 | $10.15 | $9.50 | $9.11 | $0.00 | $70.73 |
| LABORERS | 6/1/2026 | $43.41 | $10.15 | $9.50 | $9.11 | $0.00 | $72.17 |
| LABORERS - ZONE 2 | 12/1/2026 | $44.85 | $10.15 | $9.50 | $9.11 | $0.00 | $73.61 |
| | 6/1/2027 | $46.30 | $10.15 | $9.50 | $9.11 | $0.00 | $75.06 |
| | 12/1/2027 | $47.75 | $10.15 | $9.50 | $9.11 | $0.00 | $76.51 |
| | 6/1/2028 | $49.25 | $10.15 | $9.50 | $9.11 | $0.00 | $78.01 |
| | 12/1/2028 | $50.75 | $10.15 | $9.50 | $9.11 | $0.00 | $79.51 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) | 12/1/2025 | $41.97 | $10.15 | $9.50 | $9.21 | $0.00 | $70.83 |
| LABORERS | 6/1/2026 | $43.41 | $10.15 | $9.50 | $9.21 | $0.00 | $72.27 |
| LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/1/2026 | $44.85 | $10.15 | $9.50 | $9.21 | $0.00 | $73.71 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | | |
| BOILER MAKER | 1/1/2024 | $48.12 | $7.07 | $14.60 | $6.00 | $0.00 | $75.79 |
| BOILERMAKERS LOCAL 29 | | | | | | | |
| BOILERMAKERS LOCAL 29 | | | | | | | |

**Apprentice: BOILER MAKER**

**Effective Date: 1/1/2024**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 65.00 | $31.28 | $7.07 | $9.32 | $3.90 | $0.00 | $51.57 |
| 2 | 65.00 | $31.28 | $7.07 | $9.32 | $3.90 | $0.00 | $51.57 |
| 3 | 70.00 | $33.68 | $7.07 | $10.03 | $4.20 | $0.00 | $54.98 |
| 4 | 75.00 | $36.09 | $7.07 | $10.74 | $4.50 | $0.00 | $58.40 |
| 5 | 80.00 | $38.50 | $7.07 | $11.45 | $4.80 | $0.00 | $61.82 |
| 6 | 85.00 | $40.90 | $7.07 | $12.18 | $5.10 | $0.00 | $65.25 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| **Apprentice: BOILER MAKER** | | | | | | | |
| **Effective Date: 1/1/2024** | | | | | | | |
| **Step / Percent** | | **Apprentice Base Wage** | **Health** | **Pension** | **Annuity** | **Supplemental Unemployment** | **Total Rate** |
| 7 / 90.00 | | $43.31 | $7.07 | $12.88 | $5.40 | $0.00 | $68.66 |
| 8 / 95.00 | | $45.71 | $7.07 | $13.62 | $5.70 | $0.00 | $72.10 |
| **Apprentice to Journeyworker Ratio: 1:4** | | | | | | | |
| BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)<br>BRICKLAYERS LOCAL 3<br>BRICKLAYERS LOCAL 3 (QUINCY) | 2/1/2026 | $69.30 | $11.49 | $15.57 | $8.02 | $0.00 | $104.38 |
| | 8/1/2026 | $71.50 | $11.49 | $15.57 | $8.02 | $0.00 | $106.58 |
| | 2/1/2027 | $72.90 | $11.49 | $15.57 | $8.02 | $0.00 | $107.98 |
| **Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)** | | | | | | | |
| **Effective Date: 2/1/2026** | | | | | | | |
| **Step / Percent** | | **Apprentice Base Wage** | **Health** | **Pension** | **Annuity** | **Supplemental Unemployment** | **Total Rate** |
| 1 / 50.00 | | $34.65 | $11.49 | $15.57 | $8.02 | $0.00 | $69.73 |
| 2 / 60.00 | | $41.58 | $11.49 | $15.57 | $8.02 | $0.00 | $76.66 |
| 3 / 70.00 | | $48.51 | $11.49 | $15.57 | $8.02 | $0.00 | $83.59 |
| 4 / 80.00 | | $55.44 | $11.49 | $15.57 | $8.02 | $0.00 | $90.52 |
| 5 / 90.00 | | $62.37 | $11.49 | $15.57 | $8.02 | $0.00 | $97.45 |
| **Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)** | | | | | | | |
| **Effective Date: 8/1/2026** | | | | | | | |
| **Step / Percent** | | **Apprentice Base Wage** | **Health** | **Pension** | **Annuity** | **Supplemental Unemployment** | **Total Rate** |
| 1 / 50.00 | | $35.75 | $11.49 | $15.57 | $8.02 | $0.00 | $70.83 |
| 2 / 60.00 | | $42.90 | $11.49 | $15.57 | $8.02 | $0.00 | $77.98 |
| 3 / 70.00 | | $50.05 | $11.49 | $15.57 | $8.02 | $0.00 | $85.13 |
| 4 / 80.00 | | $57.20 | $11.49 | $15.57 | $8.02 | $0.00 | $92.28 |
| 5 / 90.00 | | $64.35 | $11.49 | $15.57 | $8.02 | $0.00 | $99.43 |
| **Apprentice to Journeyworker Ratio: 1:5** | | | | | | | |
| BULLDOZER/GRADER/SCRAPER<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $58.62 | $16.05 | $13.25 | $3.25 | $0.00 | $91.17 |
| | 6/1/2026 | $59.90 | $16.05 | $13.25 | $3.25 | $0.00 | $92.45 |
| | 12/1/2026 | $61.34 | $16.05 | $13.25 | $3.25 | $0.00 | $93.89 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| CAISSON & UNDERPINNING BOTTOM MAN<br>LABORERS<br>LABORERS - FOUNDATION AND MARINE | 12/1/2025 | $49.85 | $10.15 | $9.50 | $9.80 | $0.00 | $79.30 |
| | 6/1/2026 | $51.40 | $10.15 | $9.50 | $9.80 | $0.00 | $80.85 |
| | 12/1/2026 | $52.90 | $10.15 | $9.50 | $9.80 | $0.00 | $82.35 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| CAISSON & UNDERPINNING LABORER<br>LABORERS | 12/1/2025 | $48.70 | $10.15 | $9.50 | $9.80 | $0.00 | $78.15 |
| | 6/1/2026 | $50.25 | $10.15 | $9.50 | $9.80 | $0.00 | $79.70 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| LABORERS - FOUNDATION AND MARINE | 12/1/2026 | $51.75 | $10.15 | $9.50 | $9.80 | $0.00 | $81.20 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| CAISSON & UNDERPINNING TOP MAN | 12/1/2025 | $49.03 | $10.15 | $9.50 | $9.80 | $0.00 | $78.48 |
| LABORERS | 6/1/2026 | $50.58 | $10.15 | $9.50 | $9.80 | $0.00 | $80.03 |
| LABORERS - FOUNDATION AND MARINE | 12/1/2026 | $52.08 | $10.15 | $9.50 | $9.80 | $0.00 | $81.53 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| CARBIDE CORE DRILL OPERATOR | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.11 | $0.00 | $70.23 |
| LABORERS | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.11 | $0.00 | $71.67 |
| LABORERS - ZONE 2 | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.11 | $0.00 | $73.11 |
| | 6/1/2027 | $45.80 | $10.15 | $9.50 | $9.11 | $0.00 | $74.56 |
| | 12/1/2027 | $47.25 | $10.15 | $9.50 | $9.11 | $0.00 | $76.01 |
| | 6/1/2028 | $48.75 | $10.15 | $9.50 | $9.11 | $0.00 | $77.51 |
| | 12/1/2028 | $50.25 | $10.15 | $9.50 | $9.11 | $0.00 | $79.01 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| CARPENTER | 9/1/2025 | $50.35 | $10.33 | $11.47 | $8.50 | $0.00 | $80.65 |
| CARPENTERS | 3/1/2026 | $51.60 | $10.33 | $11.47 | $8.50 | $0.00 | $81.90 |
| CARPENTERS -ZONE 2 (Eastern Massachusetts) | 9/1/2026 | $52.85 | $10.33 | $11.47 | $8.50 | $0.00 | $83.15 |
| | 3/1/2027 | $54.10 | $10.33 | $11.47 | $8.50 | $0.00 | $84.40 |

**Apprentice: CARPENTER**

**Effective Date: 9/1/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 45.00 | $22.66 | $10.33 | $0.00 | $1.73 | $0.00 | $34.72 |
| 2 | 45.00 | $22.66 | $10.33 | $0.00 | $1.73 | $0.00 | $34.72 |
| 3 | 55.00 | $27.69 | $10.33 | $0.00 | $3.40 | $0.00 | $41.42 |
| 4 | 55.00 | $27.69 | $10.33 | $0.00 | $3.40 | $0.00 | $41.42 |
| 5 | 70.00 | $35.25 | $10.33 | $11.41 | $5.10 | $0.00 | $62.09 |
| 6 | 70.00 | $35.25 | $10.33 | $11.41 | $5.10 | $0.00 | $62.09 |
| 7 | 80.00 | $40.28 | $10.33 | $11.44 | $6.80 | $0.00 | $68.85 |
| 8 | 80.00 | $40.28 | $10.33 | $11.44 | $6.80 | $0.00 | $68.85 |

**Apprentice: CARPENTER**

**Effective Date: 3/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 45.00 | $23.22 | $10.33 | $0.00 | $1.73 | $0.00 | $35.28 |
| 2 | 45.00 | $23.22 | $10.33 | $0.00 | $1.73 | $0.00 | $35.28 |
| 3 | 55.00 | $28.38 | $10.33 | $0.00 | $3.40 | $0.00 | $42.11 |
| 4 | 55.00 | $28.38 | $10.33 | $0.00 | $3.40 | $0.00 | $42.11 |
| 5 | 70.00 | $36.12 | $10.33 | $11.41 | $5.10 | $0.00 | $62.96 |
| 6 | 70.00 | $36.12 | $10.33 | $11.41 | $5.10 | $0.00 | $62.96 |
| 7 | 80.00 | $41.28 | $10.33 | $11.44 | $6.80 | $0.00 | $69.85 |
| 8 | 80.00 | $41.28 | $10.33 | $11.44 | $6.80 | $0.00 | $69.85 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| **Apprentice to Journeyworker Ratio: 1:5** | | | | | | | |
| CARPENTER WOOD FRAME | 10/1/2025 | $27.75 | $7.02 | $3.80 | $1.00 | $0.00 | $39.57 |
| CARPENTERS | 10/1/2026 | $28.85 | $7.02 | $3.80 | $1.00 | $0.00 | $40.67 |
| CARPENTERS-ZONE 3 (Wood Frame) | | | | | | | |
| All Aspects of New Wood Frame Work | | | | | | | |

**Apprentice: CARPENTER WOOD FRAME**

**Effective Date: 10/1/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 60.00 | $16.65 | $7.02 | $0.00 | $0.00 | $0.00 | $23.67 |
| 2 | 60.00 | $16.65 | $7.02 | $0.00 | $0.00 | $0.00 | $23.67 |
| 3 | 65.00 | $18.04 | $7.02 | $0.00 | $1.00 | $0.00 | $26.06 |
| 4 | 70.00 | $19.43 | $7.02 | $0.00 | $1.00 | $0.00 | $27.45 |
| 5 | 75.00 | $20.81 | $7.02 | $3.80 | $1.00 | $0.00 | $32.63 |
| 6 | 80.00 | $22.20 | $7.02 | $3.80 | $1.00 | $0.00 | $34.02 |
| 7 | 85.00 | $23.59 | $7.02 | $3.80 | $1.00 | $0.00 | $35.41 |
| 8 | 90.00 | $24.98 | $7.02 | $3.80 | $1.00 | $0.00 | $36.80 |

**Apprentice: CARPENTER WOOD FRAME**

**Effective Date: 10/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 60.00 | $17.31 | $7.02 | $0.00 | $0.00 | $0.00 | $24.33 |
| 2 | 60.00 | $17.31 | $7.02 | $0.00 | $0.00 | $0.00 | $24.33 |
| 3 | 65.00 | $18.75 | $7.02 | $0.00 | $1.00 | $0.00 | $26.77 |
| 4 | 70.00 | $20.20 | $7.02 | $0.00 | $1.00 | $0.00 | $28.22 |
| 5 | 75.00 | $21.64 | $7.02 | $3.80 | $1.00 | $0.00 | $33.46 |
| 6 | 80.00 | $23.08 | $7.02 | $3.80 | $1.00 | $0.00 | $34.90 |
| 7 | 85.00 | $24.52 | $7.02 | $3.80 | $1.00 | $0.00 | $36.34 |
| 8 | 90.00 | $25.97 | $7.02 | $3.80 | $1.00 | $0.00 | $37.79 |

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| **Apprentice to Journeyworker Ratio: 1:5** | | | | | | | |
| CEMENT MASONRY/PLASTERING | 1/1/2026 | $53.24 | $13.35 | $16.43 | $7.78 | $1.80 | $92.60 |
| PLASTERERS AND CEMENT MASONS LOCAL 534 | 7/1/2026 | $54.49 | $13.35 | $16.43 | $7.78 | $1.80 | $93.85 |
| Plasterers and Cement Masons - Zone 1 | 1/1/2027 | $55.94 | $13.35 | $16.43 | $7.78 | $1.80 | $95.30 |
| | 7/1/2027 | $57.29 | $13.35 | $16.43 | $7.78 | $1.80 | $96.65 |
| | 1/1/2028 | $58.64 | $13.35 | $16.43 | $7.78 | $1.80 | $98.00 |

**Apprentice: CEMENT MASONRY/PLASTERING**

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $26.62 | $13.35 | $16.43 | $0.00 | $0.00 | $56.40 |
| 2 | 60.00 | $31.94 | $13.35 | $16.43 | $7.78 | $1.80 | $71.30 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|

**Apprentice: CEMENT MASONRY/PLASTERING**

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 3 | 65.00 | $34.61 | $13.35 | $16.43 | $7.78 | $1.80 | $73.97 |
| 4 | 70.00 | $37.27 | $13.35 | $16.43 | $7.78 | $1.80 | $76.63 |
| 5 | 75.00 | $39.93 | $13.35 | $16.43 | $7.78 | $1.80 | $79.29 |
| 6 | 80.00 | $42.59 | $13.35 | $16.43 | $7.78 | $1.80 | $81.95 |
| 7 | 90.00 | $47.92 | $13.35 | $16.43 | $0.00 | $0.00 | $77.70 |

**Apprentice: CEMENT MASONRY/PLASTERING**

**Effective Date: 7/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $27.25 | $13.35 | $16.43 | $0.00 | $0.00 | $57.03 |
| 2 | 60.00 | $32.69 | $13.35 | $16.43 | $7.78 | $1.80 | $72.05 |
| 3 | 65.00 | $35.42 | $13.35 | $16.43 | $7.78 | $1.80 | $74.78 |
| 4 | 70.00 | $38.14 | $13.35 | $16.43 | $7.78 | $1.80 | $77.50 |
| 5 | 75.00 | $40.87 | $13.35 | $16.43 | $7.78 | $1.80 | $80.23 |
| 6 | 80.00 | $43.59 | $13.35 | $16.43 | $7.78 | $1.80 | $82.95 |
| 7 | 90.00 | $49.04 | $13.35 | $0.00 | $7.78 | $0.00 | $70.17 |

**Apprentice to Journeyworker Ratio: 1:5**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| CHAIN SAW OPERATOR<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.11 | $0.00 | $70.23 |
| | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.11 | $0.00 | $71.67 |
| | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.11 | $0.00 | $73.11 |
| | 6/1/2027 | $45.80 | $10.15 | $9.50 | $9.11 | $0.00 | $74.56 |
| | 12/1/2027 | $47.25 | $10.15 | $9.50 | $9.11 | $0.00 | $76.01 |
| | 6/1/2028 | $48.75 | $10.15 | $9.50 | $9.11 | $0.00 | $77.51 |
| | 12/1/2028 | $50.25 | $10.15 | $9.50 | $9.11 | $0.00 | $79.01 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $60.48 | $16.05 | $13.25 | $3.25 | $0.00 | $93.03 |
| | 6/1/2026 | $61.81 | $16.05 | $13.25 | $3.25 | $0.00 | $94.36 |
| | 12/1/2026 | $63.29 | $16.05 | $13.25 | $3.25 | $0.00 | $95.84 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| COMPRESSOR OPERATOR<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $37.97 | $16.05 | $13.25 | $3.25 | $0.00 | $70.52 |
| | 6/1/2026 | $38.83 | $16.05 | $13.25 | $3.25 | $0.00 | $71.38 |
| | 12/1/2026 | $39.78 | $16.05 | $13.25 | $3.25 | $0.00 | $72.33 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| DELEADER (BRIDGE)<br>PAINTERS LOCAL 35<br>PAINTERS LOCAL 35 - ZONE 2 | 1/1/2026 | $59.56 | $10.35 | $12.00 | $12.60 | $0.00 | $94.51 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|

**Apprentice: DELEADER (BRIDGE)**

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $29.78 | $10.35 | $0.00 | $0.00 | $0.00 | $40.13 |
| 2 | 55.00 | $32.76 | $10.35 | $0.00 | $6.93 | $0.00 | $50.04 |
| 3 | 60.00 | $35.74 | $10.35 | $0.00 | $7.56 | $0.00 | $53.65 |
| 4 | 65.00 | $38.71 | $10.35 | $0.00 | $8.19 | $0.00 | $57.25 |
| 5 | 70.00 | $41.69 | $10.35 | $12.00 | $8.82 | $0.00 | $72.86 |
| 6 | 75.00 | $44.67 | $10.35 | $12.00 | $9.45 | $0.00 | $76.47 |
| 7 | 80.00 | $47.65 | $10.35 | $12.00 | $10.08 | $0.00 | $80.08 |
| 8 | 90.00 | $53.60 | $10.35 | $12.00 | $11.34 | $0.00 | $87.29 |

**Apprentice to Journeyworker Ratio: 1:1**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DEMO: ADZEMAN<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $48.75 | $10.15 | $9.50 | $9.65 | $0.00 | $78.05 |
| | 6/1/2026 | $50.30 | $10.15 | $9.50 | $9.65 | $0.00 | $79.60 |
| | 12/7/2026 | $51.80 | $10.15 | $9.50 | $9.65 | $0.00 | $81.10 |
| | 6/7/2027 | $53.40 | $10.15 | $9.50 | $9.65 | $0.00 | $82.70 |
| | 12/6/2027 | $55.00 | $10.15 | $9.50 | $9.65 | $0.00 | $84.30 |
| | 6/5/2028 | $56.68 | $10.15 | $9.50 | $9.65 | $0.00 | $85.98 |
| | 12/4/2028 | $58.35 | $10.15 | $9.50 | $9.65 | $0.00 | $87.65 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| DEMO: BACKHOE/LOADER/HAMMER OPERATOR<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $49.75 | $10.15 | $9.50 | $9.65 | $0.00 | $79.05 |
| | 6/1/2026 | $51.30 | $10.15 | $9.50 | $9.65 | $0.00 | $80.60 |
| | 12/7/2026 | $52.80 | $10.15 | $9.50 | $9.65 | $0.00 | $82.10 |
| | 6/7/2027 | $54.40 | $10.15 | $9.50 | $9.65 | $0.00 | $83.70 |
| | 12/6/2027 | $56.00 | $10.15 | $9.50 | $9.65 | $0.00 | $85.30 |
| | 6/5/2028 | $57.68 | $10.15 | $9.50 | $9.65 | $0.00 | $86.98 |
| | 12/4/2028 | $59.35 | $10.15 | $9.50 | $9.65 | $0.00 | $88.65 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| DEMO: BURNERS<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $49.50 | $10.15 | $9.50 | $9.65 | $0.00 | $78.80 |
| | 6/1/2026 | $51.05 | $10.15 | $9.50 | $9.65 | $0.00 | $80.35 |
| | 12/7/2026 | $52.55 | $10.15 | $9.50 | $9.65 | $0.00 | $81.85 |
| | 6/7/2027 | $54.15 | $10.15 | $9.50 | $9.65 | $0.00 | $83.45 |
| | 12/6/2027 | $55.75 | $10.15 | $9.50 | $9.65 | $0.00 | $85.05 |
| | 6/5/2028 | $57.43 | $10.15 | $9.50 | $9.65 | $0.00 | $86.73 |
| | 12/4/2028 | $59.10 | $10.15 | $9.50 | $9.65 | $0.00 | $88.40 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| DEMO: CONCRETE CUTTER/SAWYER<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $49.75 | $10.15 | $9.50 | $9.65 | $0.00 | $79.05 |
| | 6/1/2026 | $51.30 | $10.15 | $9.50 | $9.65 | $0.00 | $80.60 |
| | 12/7/2026 | $52.80 | $10.15 | $9.50 | $9.65 | $0.00 | $82.10 |
| | 6/7/2027 | $54.40 | $10.15 | $9.50 | $9.65 | $0.00 | $83.70 |
| | 12/6/2027 | $56.00 | $10.15 | $9.50 | $9.65 | $0.00 | $85.30 |
| | 6/5/2028 | $57.68 | $10.15 | $9.50 | $9.65 | $0.00 | $86.98 |
| | 12/4/2028 | $59.35 | $10.15 | $9.50 | $9.65 | $0.00 | $88.65 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| DEMO: JACKHAMMER OPERATOR<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $49.50 | $10.15 | $9.50 | $9.65 | $0.00 | $78.80 |
| | 6/1/2026 | $51.05 | $10.15 | $9.50 | $9.65 | $0.00 | $80.35 |
| | 12/7/2026 | $52.55 | $10.15 | $9.50 | $9.65 | $0.00 | $81.85 |
| | 6/7/2027 | $54.15 | $10.15 | $9.50 | $9.65 | $0.00 | $83.45 |
| | 12/6/2027 | $55.75 | $10.15 | $9.50 | $9.65 | $0.00 | $85.05 |
| | 6/5/2028 | $57.43 | $10.15 | $9.50 | $9.65 | $0.00 | $86.73 |
| | 12/4/2028 | $59.10 | $10.15 | $9.50 | $9.65 | $0.00 | $88.40 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| DEMO: WRECKING LABORER<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $48.75 | $10.15 | $9.50 | $9.65 | $0.00 | $78.05 |
| | 6/1/2026 | $50.30 | $10.15 | $9.50 | $9.65 | $0.00 | $79.60 |
| | 12/7/2026 | $51.80 | $10.15 | $9.50 | $9.65 | $0.00 | $81.10 |
| | 6/7/2027 | $53.40 | $10.15 | $9.50 | $9.65 | $0.00 | $82.70 |
| | 12/6/2027 | $55.00 | $10.15 | $9.50 | $9.65 | $0.00 | $84.30 |
| | 6/5/2028 | $56.68 | $10.15 | $9.50 | $9.65 | $0.00 | $85.98 |
| | 12/4/2028 | $58.35 | $10.15 | $9.50 | $9.65 | $0.00 | $87.65 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| DIRECTIONAL DRILL MACHINE OPERATOR<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $58.62 | $16.05 | $13.25 | $3.25 | $0.00 | $91.17 |
| | 6/1/2026 | $59.90 | $16.05 | $13.25 | $3.25 | $0.00 | $92.45 |
| | 12/1/2026 | $61.34 | $16.05 | $13.25 | $3.25 | $0.00 | $93.89 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| DIVER<br>PILE DRIVER LOCAL 56<br>PILE DRIVER LOCAL 56 (ZONE 1) | 8/1/2024 | $78.11 | $10.08 | $11.62 | $10.04 | $0.00 | $109.85 |
| as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A $69.83, 3A $91.79,4A $102.14 Total Rate | | | | | | | |
| DIVER TENDER<br>PILE DRIVER LOCAL 56<br>PILE DRIVER LOCAL 56 (ZONE 1) | 8/1/2024 | $55.79 | $10.08 | $11.62 | $12.67 | $0.00 | $90.16 |
| as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A $54.20, 3A $73.93,4A $82.05 Total Rate | | | | | | | |
| DIVER TENDER (EFFLUENT)<br>PILE DRIVER LOCAL 56<br>PILE DRIVER LOCAL 56 (ZONE 1) | 8/1/2024 | $83.69 | $10.08 | $11.62 | $12.67 | $0.00 | $118.06 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | | |
| DIVER/SLURRY (EFFLUENT)<br>PILE DRIVER LOCAL 56<br>PILE DRIVER LOCAL 56 (ZONE 1) | 8/1/2024 | $117.16 | $10.08 | $11.62 | $12.67 | $0.00 | $151.53 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | | |
| DRAWBRIDGE OPERATOR (Construction)<br>DRAWBRIDGE - SEIU LOCAL 888<br>DRAWBRIDGE - SEIU LOCAL 888 | 7/1/2020 | $26.77 | $6.67 | $3.93 | $0.00 | $0.16 | $37.53 |
| ELECTRICIAN<br>ELECTRICIANS LOCAL 223<br>ELECTRICIANS LOCAL 223 | 9/1/2025 | $52.25 | $12.25 | $14.86 | $3.75 | $0.00 | $83.11 |
| | 9/1/2026 | $54.72 | $12.50 | $15.56 | $4.00 | $0.00 | $86.78 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|

**Apprentice: ELECTRICIAN**

**Effective Date: 9/1/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 40.00 | $20.90 | $12.25 | $0.63 | $0.00 | $0.00 | $33.78 |
| 2 | 45.00 | $23.51 | $12.25 | $0.71 | $0.00 | $0.00 | $36.47 |
| 3 | 50.00 | $26.13 | $12.25 | $0.78 | $0.00 | $0.00 | $39.16 |
| 4 | 55.00 | $28.74 | $12.25 | $6.61 | $2.50 | $0.00 | $50.10 |
| 5 | 60.00 | $31.35 | $12.25 | $7.21 | $2.50 | $0.00 | $53.31 |
| 6 | 65.00 | $33.96 | $12.25 | $7.82 | $2.50 | $0.00 | $56.53 |
| 7 | 70.00 | $36.58 | $12.25 | $8.41 | $2.50 | $0.00 | $59.74 |
| 8 | 75.00 | $39.19 | $12.25 | $9.02 | $2.50 | $0.00 | $62.96 |

**Apprentice: ELECTRICIAN**

**Effective Date: 9/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 40.00 | $21.89 | $12.50 | $0.66 | $0.00 | $0.00 | $35.05 |
| 2 | 45.00 | $24.62 | $12.50 | $0.74 | $0.00 | $0.00 | $37.86 |
| 3 | 50.00 | $27.36 | $12.50 | $0.82 | $0.00 | $0.00 | $40.68 |
| 4 | 55.00 | $30.10 | $12.50 | $6.92 | $2.75 | $0.00 | $52.27 |
| 5 | 60.00 | $32.83 | $12.50 | $7.54 | $2.75 | $0.00 | $55.62 |
| 6 | 65.00 | $35.57 | $12.50 | $8.18 | $2.75 | $0.00 | $59.00 |
| 7 | 70.00 | $38.30 | $12.50 | $8.81 | $2.75 | $0.00 | $62.36 |
| 8 | 75.00 | $41.04 | $12.50 | $9.43 | $2.75 | $0.00 | $65.72 |

**Apprentice to Journeyworker Ratio: 2:3**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ELEVATOR CONSTRUCTOR | 1/1/2026 | $77.26 | $16.38 | $11.06 | $10.70 | $0.00 | $115.40 |
| ELEVATOR CONSTRUCTORS LOCAL 4 | 1/1/2027 | $80.55 | $16.48 | $11.16 | $11.00 | $0.00 | $119.19 |
| ELEVATOR CONSTRUCTORS LOCAL 4 | | | | | | | |

**Apprentice: ELEVATOR CONSTRUCTOR**

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $38.63 | $0.00 | $0.00 | $0.00 | $0.00 | $38.63 |
| 2 | 55.00 | $42.49 | $16.38 | $11.06 | $10.70 | $0.00 | $80.63 |
| 3 | 65.00 | $50.22 | $16.38 | $11.06 | $10.70 | $0.00 | $88.36 |
| 4 | 70.00 | $54.08 | $16.38 | $11.06 | $10.70 | $0.00 | $92.22 |
| 5 | 80.00 | $61.81 | $16.38 | $11.06 | $10.70 | $0.00 | $99.95 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|

**Apprentice: ELEVATOR CONSTRUCTOR**

**Effective Date: 1/1/2027**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $40.28 | $0.00 | $0.00 | $0.00 | $0.00 | $40.28 |
| 2 | 55.00 | $44.30 | $16.48 | $11.16 | $11.00 | $0.00 | $82.94 |
| 3 | 65.00 | $52.36 | $16.48 | $11.16 | $11.00 | $0.00 | $91.00 |
| 4 | 70.00 | $56.39 | $16.48 | $11.16 | $11.00 | $0.00 | $95.03 |
| 5 | 80.00 | $64.44 | $16.48 | $11.16 | $11.00 | $0.00 | $103.08 |

**Apprentice to Journeyworker Ratio: 1:1**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ELEVATOR CONSTRUCTOR HELPER<br>ELEVATOR CONSTRUCTORS LOCAL 4<br>ELEVATOR CONSTRUCTORS LOCAL 4 | 1/1/2026 | $54.08 | $16.38 | $11.06 | $10.07 | $0.00 | $91.59 |
| | 1/1/2027 | $56.39 | $16.48 | $11.16 | $11.00 | $0.00 | $95.03 |
| For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR" | | | | | | | |
| FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)<br>LABORERS<br>LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.21 | $0.00 | $70.33 |
| | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.21 | $0.00 | $71.77 |
| | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.21 | $0.00 | $73.21 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | | |
| FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 11/1/2025 | $53.56 | $16.05 | $13.25 | $3.25 | $0.00 | $86.11 |
| | 5/1/2026 | $55.00 | $16.05 | $13.25 | $3.25 | $0.00 | $87.55 |
| | 11/1/2026 | $56.29 | $16.05 | $13.25 | $3.25 | $0.00 | $88.84 |
| | 5/1/2027 | $57.72 | $16.05 | $13.25 | $3.25 | $0.00 | $90.27 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 11/1/2025 | $55.17 | $16.05 | $13.25 | $3.25 | $0.00 | $87.72 |
| | 5/1/2026 | $56.62 | $16.05 | $13.25 | $3.25 | $0.00 | $89.17 |
| | 11/1/2026 | $57.92 | $16.05 | $13.25 | $3.25 | $0.00 | $90.47 |
| | 5/1/2027 | $59.37 | $16.05 | $13.25 | $3.25 | $0.00 | $91.92 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 11/1/2025 | $26.03 | $16.05 | $13.25 | $3.25 | $0.00 | $58.58 |
| | 5/1/2026 | $26.88 | $16.05 | $13.25 | $3.25 | $0.00 | $59.43 |
| | 11/1/2026 | $27.64 | $16.05 | $13.25 | $3.25 | $0.00 | $60.19 |
| | 5/1/2027 | $28.49 | $16.05 | $13.25 | $3.25 | $0.00 | $61.04 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| FIRE ALARM INSTALLER<br>ELECTRICIANS LOCAL 223<br>ELECTRICIANS LOCAL 223 | 9/1/2025 | $52.25 | $12.25 | $14.86 | $3.75 | $0.00 | $83.11 |
| | 9/1/2026 | $54.72 | $12.50 | $15.56 | $4.00 | $0.00 | $86.78 |
| For apprentice rates see "Apprentice- ELECTRICIAN" | | | | | | | |
| FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING<br>ELECTRICIANS LOCAL 223<br>ELECTRICIANS LOCAL 223 | 9/1/2025 | $52.25 | $12.25 | $14.86 | $3.75 | $0.00 | $83.11 |
| | 9/1/2026 | $54.72 | $12.50 | $15.56 | $4.00 | $0.00 | $86.78 |
| For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN" | | | | | | | |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| FIREMAN (ASST. ENGINEER)<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $47.69 | $16.05 | $13.25 | $3.25 | $0.00 | $80.24 |
| | 6/1/2026 | $48.75 | $16.05 | $13.25 | $3.25 | $0.00 | $81.30 |
| | 12/1/2026 | $49.93 | $16.05 | $13.25 | $3.25 | $0.00 | $82.48 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| FLAGGER & SIGNALER (HEAVY & HIGHWAY)<br>LABORERS<br>LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/1/2025 | $28.09 | $10.15 | $9.50 | $9.21 | $0.00 | $56.95 |
| | 6/1/2026 | $29.21 | $10.15 | $9.50 | $9.21 | $0.00 | $58.07 |
| | 12/1/2026 | $29.21 | $10.15 | $9.50 | $9.21 | $0.00 | $58.07 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | | |
| FLOORCOVERER<br>FLOORCOVERERS LOCAL 2168<br>FLOORCOVERERS LOCAL 2168 ZONE I | 9/1/2025 | $57.74 | $10.33 | $11.47 | $8.80 | $0.00 | $88.34 |
| | 3/1/2026 | $59.24 | $10.33 | $11.47 | $8.80 | $0.00 | $89.84 |
| | 9/1/2026 | $60.74 | $10.33 | $11.47 | $8.80 | $0.00 | $91.34 |
| | 3/1/2027 | $62.24 | $10.33 | $11.47 | $8.80 | $0.00 | $92.84 |

**Apprentice: FLOORCOVERER**

**Effective Date: 9/1/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 45.00 | $25.98 | $10.33 | $0.00 | $1.76 | $0.00 | $38.07 |
| 2 | 45.00 | $25.98 | $10.33 | $0.00 | $1.76 | $0.00 | $38.07 |
| 3 | 55.00 | $31.76 | $10.33 | $0.00 | $3.52 | $0.00 | $45.61 |
| 4 | 55.00 | $31.76 | $10.33 | $0.00 | $3.52 | $0.00 | $45.61 |
| 5 | 70.00 | $40.42 | $10.33 | $11.47 | $5.28 | $0.00 | $67.50 |
| 6 | 70.00 | $40.42 | $10.33 | $11.47 | $5.28 | $0.00 | $67.50 |
| 7 | 80.00 | $46.19 | $10.33 | $11.47 | $7.04 | $0.00 | $75.03 |
| 8 | 80.00 | $46.19 | $10.33 | $11.47 | $7.04 | $0.00 | $75.03 |

**Apprentice: FLOORCOVERER**

**Effective Date: 3/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 45.00 | $26.66 | $10.33 | $0.00 | $1.76 | $0.00 | $38.75 |
| 2 | 45.00 | $26.66 | $10.33 | $0.00 | $1.76 | $0.00 | $38.75 |
| 3 | 55.00 | $32.58 | $10.33 | $0.00 | $3.52 | $0.00 | $46.43 |
| 4 | 55.00 | $32.58 | $10.33 | $0.00 | $3.52 | $0.00 | $46.43 |
| 5 | 70.00 | $41.47 | $10.33 | $11.47 | $5.28 | $0.00 | $68.55 |
| 6 | 70.00 | $41.47 | $10.33 | $11.47 | $5.28 | $0.00 | $68.55 |
| 7 | 80.00 | $47.39 | $10.33 | $11.47 | $7.04 | $0.00 | $76.23 |
| 8 | 80.00 | $47.39 | $10.33 | $11.47 | $7.04 | $0.00 | $76.23 |

**Apprentice Notes**

Steps are 750 hrs.

**Apprentice to Journeyworker Ratio: 1:1**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| FORK LIFT/CHERRY PICKER | 12/1/2025 | $59.28 | $16.05 | $13.25 | $3.25 | $0.00 | $91.83 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| OPERATING ENGINEERS LOCAL 4 | 6/1/2026 | $60.58 | $16.05 | $13.25 | $3.25 | $0.00 | $93.13 |
| OPERATING ENGINEERS LOCAL 4 | 12/1/2026 | $62.03 | $16.05 | $13.25 | $3.25 | $0.00 | $94.58 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| GENERATOR/LIGHTING PLANT/HEATERS | 12/1/2025 | $37.97 | $16.05 | $13.25 | $3.25 | $0.00 | $70.52 |
| OPERATING ENGINEERS LOCAL 4 | 6/1/2026 | $38.83 | $16.05 | $13.25 | $3.25 | $0.00 | $71.38 |
| OPERATING ENGINEERS LOCAL 4 | 12/1/2026 | $39.78 | $16.05 | $13.25 | $3.25 | $0.00 | $72.33 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) | 1/1/2026 | $49.06 | $10.35 | $12.00 | $12.60 | $0.00 | $84.01 |
| GLAZIERS LOCAL 35 | | | | | | | |
| GLAZIERS LOCAL 35 (ZONE 2) | | | | | | | |

**Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)**

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $24.53 | $10.35 | $0.00 | $0.00 | $0.00 | $34.88 |
| 2 | 55.00 | $26.98 | $10.35 | $0.00 | $6.88 | $0.00 | $44.21 |
| 3 | 60.00 | $29.44 | $10.35 | $0.00 | $7.50 | $0.00 | $47.29 |
| 4 | 65.00 | $31.89 | $10.35 | $0.00 | $8.13 | $0.00 | $50.37 |
| 5 | 70.00 | $34.34 | $10.35 | $12.00 | $8.75 | $0.00 | $65.44 |
| 6 | 75.00 | $36.80 | $10.35 | $12.00 | $9.38 | $0.00 | $68.53 |
| 7 | 80.00 | $39.25 | $10.35 | $12.00 | $10.00 | $0.00 | $71.60 |
| 8 | 90.00 | $44.15 | $10.35 | $12.00 | $11.25 | $0.00 | $77.75 |

**Apprentice to Journeyworker Ratio: 1:1**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| HOISTING ENGINEER/CRANES/GRADALLS | 12/1/2025 | $59.28 | $16.05 | $13.25 | $3.25 | $0.00 | $91.83 |
| OPERATING ENGINEERS LOCAL 4 | 6/1/2026 | $60.58 | $16.05 | $13.25 | $3.25 | $0.00 | $93.13 |
| OPERATING ENGINEERS LOCAL 4 | 12/1/2026 | $62.03 | $16.05 | $13.25 | $3.25 | $0.00 | $94.58 |

**Apprentice: HOISTING ENGINEER/CRANES/GRADALLS**

**Effective Date: 12/1/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 55.00 | $32.88 | $0.00 | $0.00 | $0.00 | $0.00 | $32.88 |
| 2 | 60.00 | $35.87 | $16.05 | $13.25 | $3.25 | $0.00 | $68.42 |
| 3 | 65.00 | $38.86 | $16.05 | $13.25 | $3.25 | $0.00 | $71.41 |
| 4 | 70.00 | $41.85 | $16.05 | $13.25 | $3.25 | $0.00 | $74.40 |
| 5 | 75.00 | $44.84 | $16.05 | $13.25 | $3.25 | $0.00 | $77.39 |
| 6 | 80.00 | $47.82 | $16.05 | $13.25 | $3.25 | $0.00 | $80.37 |
| 7 | 85.00 | $50.81 | $16.05 | $13.25 | $3.25 | $0.00 | $83.36 |
| 8 | 90.00 | $53.80 | $16.05 | $13.25 | $3.25 | $0.00 | $86.35 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|

**Apprentice: HOISTING ENGINEER/CRANES/GRADALLS**

**Effective Date: 6/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 55.00 | $33.32 | $0.00 | $0.00 | $0.00 | $0.00 | $33.32 |
| 2 | 60.00 | $36.35 | $16.05 | $13.25 | $3.25 | $0.00 | $68.90 |
| 3 | 65.00 | $39.38 | $16.05 | $13.25 | $3.25 | $0.00 | $71.93 |
| 4 | 70.00 | $42.41 | $16.50 | $13.25 | $3.25 | $0.00 | $75.41 |
| 5 | 75.00 | $45.44 | $16.50 | $13.25 | $3.25 | $0.00 | $78.44 |
| 6 | 80.00 | $48.46 | $16.50 | $13.25 | $3.25 | $0.00 | $81.46 |
| 7 | 85.00 | $51.49 | $16.50 | $13.25 | $3.25 | $0.00 | $84.49 |
| 8 | 90.00 | $54.52 | $16.50 | $13.25 | $3.25 | $0.00 | $87.52 |

**Apprentice to Journeyworker Ratio: 1:6**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| HVAC (DUCTWORK)<br>SHEETMETAL WORKERS LOCAL 17<br>SHEETMETAL WORKERS LOCAL 17 - A | 2/1/2026 | $62.93 | $14.91 | $18.74 | $9.53 | $2.98 | $109.09 |
| For apprentice rates see "Apprentice- SHEET METAL WORKER" | | | | | | | |
| HVAC (ELECTRICAL CONTROLS)<br>ELECTRICIANS LOCAL 223<br>ELECTRICIANS LOCAL 223 | 9/1/2025 | $52.25 | $12.25 | $14.86 | $3.75 | $0.00 | $83.11 |
| | 9/1/2026 | $54.72 | $12.50 | $15.56 | $4.00 | $0.00 | $86.78 |
| For apprentice rates see "Apprentice- ELECTRICIAN" | | | | | | | |
| HVAC (TESTING AND BALANCING - AIR)<br>SHEETMETAL WORKERS LOCAL 17<br>SHEETMETAL WORKERS LOCAL 17 - A | 2/1/2026 | $62.93 | $14.91 | $18.74 | $9.53 | $2.98 | $109.09 |
| For apprentice rates see "Apprentice- SHEET METAL WORKER" | | | | | | | |
| HVAC (TESTING AND BALANCING -WATER)<br>PIPEFITTERS LOCAL 537<br>PIPEFITTERS LOCAL 537 | 9/1/2025 | $69.08 | $13.45 | $13.75 | $9.30 | $0.00 | $105.58 |
| For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER" | | | | | | | |
| HVAC MECHANIC<br>PIPEFITTERS LOCAL 537<br>PIPEFITTERS LOCAL 537 | 9/1/2025 | $69.08 | $13.45 | $13.75 | $9.30 | $0.00 | $105.58 |
| For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER" | | | | | | | |
| HYDRAULIC DRILLS<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $41.97 | $10.15 | $9.50 | $9.11 | $0.00 | $70.73 |
| | 6/1/2026 | $43.41 | $10.15 | $9.50 | $9.11 | $0.00 | $72.17 |
| | 12/1/2026 | $44.85 | $10.15 | $9.50 | $9.11 | $0.00 | $73.61 |
| | 6/1/2027 | $46.30 | $10.15 | $9.50 | $9.11 | $0.00 | $75.06 |
| | 12/1/2027 | $47.75 | $10.15 | $9.50 | $9.11 | $0.00 | $76.51 |
| | 6/1/2028 | $49.25 | $10.15 | $9.50 | $9.11 | $0.00 | $78.01 |
| | 12/1/2028 | $50.75 | $10.15 | $9.50 | $9.11 | $0.00 | $79.51 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| HYDRAULIC DRILLS (HEAVY & HIGHWAY)<br>LABORERS | 12/1/2025 | $41.97 | $10.15 | $9.50 | $9.21 | $0.00 | $70.83 |
| | 6/1/2026 | $43.41 | $10.15 | $9.50 | $9.21 | $0.00 | $72.27 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/1/2026 | $44.85 | $10.15 | $9.50 | $9.21 | $0.00 | $73.71 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | | |
| INSULATOR (PIPES & TANKS) | 9/1/2025 | $60.34 | $14.75 | $9.52 | $10.09 | $0.00 | $94.70 |
| HEAT & FROST INSULATORS LOCAL 6<br>HEAT & FROST INSULATORS LOCAL 6 (BOSTON) | 9/1/2026 | $63.76 | $14.75 | $9.52 | $10.09 | $0.00 | $98.12 |

**Apprentice: INSULATOR (PIPES & TANKS)**

**Effective Date: 9/1/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $30.17 | $14.75 | $9.27 | $5.05 | $0.00 | $59.24 |
| 2 | 60.00 | $36.20 | $14.75 | $9.32 | $6.05 | $0.00 | $66.32 |
| 3 | 70.00 | $42.24 | $14.75 | $9.37 | $7.06 | $0.00 | $73.42 |
| 4 | 80.00 | $48.27 | $14.75 | $9.42 | $8.07 | $0.00 | $80.51 |

**Apprentice: INSULATOR (PIPES & TANKS)**

**Effective Date: 9/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $31.88 | $14.75 | $9.27 | $5.05 | $0.00 | $60.95 |
| 2 | 60.00 | $38.26 | $14.75 | $9.32 | $6.05 | $0.00 | $68.38 |
| 3 | 70.00 | $44.63 | $14.75 | $9.37 | $7.06 | $0.00 | $75.81 |
| 4 | 80.00 | $51.01 | $14.75 | $9.42 | $8.07 | $0.00 | $83.25 |

**Apprentice to Journeyworker Ratio: 1:4**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| IRONWORKER/WELDER<br>IRONWORKERS LOCAL 7<br>IRONWORKERS LOCAL 7 (BOSTON AREA) | 9/16/2025 | $57.87 | $9.05 | $12.75 | $14.50 | $0.00 | $94.17 |

**Apprentice: IRONWORKER/WELDER**

**Effective Date: 9/16/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 60.00 | $34.72 | $9.05 | $12.75 | $4.50 | $0.00 | $61.02 |
| 2 | 75.00 | $43.40 | $9.05 | $12.75 | $4.50 | $0.00 | $69.70 |
| 3 | 85.00 | $49.19 | $9.05 | $12.75 | $4.50 | $0.00 | $75.49 |
| 4 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 6 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**Apprentice to Journeyworker Ratio: 1:4**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| JACKHAMMER & PAVING BREAKER OPERATOR<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.11 | $0.00 | $70.23 |
| | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.11 | $0.00 | $71.67 |
| | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.11 | $0.00 | $73.11 |
| | 6/1/2027 | $45.80 | $10.15 | $9.50 | $9.11 | $0.00 | $74.56 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| | 12/1/2027 | $47.25 | $10.15 | $9.50 | $9.11 | $0.00 | $76.01 |
| | 6/1/2028 | $48.75 | $10.15 | $9.50 | $9.11 | $0.00 | $77.51 |
| | 12/1/2028 | $50.25 | $10.15 | $9.50 | $9.11 | $0.00 | $79.01 |

For apprentice rates see "Apprentice- LABORER"

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| LABORER<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $41.22 | $10.15 | $9.50 | $9.11 | $0.00 | $69.98 |
| | 6/1/2026 | $42.66 | $10.15 | $9.50 | $9.11 | $0.00 | $71.42 |
| | 12/1/2026 | $44.10 | $10.15 | $9.50 | $9.11 | $0.00 | $72.86 |
| | 6/1/2027 | $45.55 | $10.15 | $9.50 | $9.11 | $0.00 | $74.31 |
| | 12/1/2027 | $47.00 | $10.15 | $9.50 | $9.11 | $0.00 | $75.76 |
| | 6/1/2028 | $48.50 | $10.15 | $9.50 | $9.11 | $0.00 | $77.26 |
| | 12/1/2028 | $50.00 | $10.15 | $9.50 | $9.11 | $0.00 | $78.76 |

**Apprentice: LABORER**

**Effective Date: 12/1/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 60.00 | $25.03 | $10.15 | $9.50 | $9.11 | $0.00 | $53.79 |
| 2 | 70.00 | $29.20 | $10.15 | $9.50 | $9.11 | $0.00 | $57.96 |
| 3 | 80.00 | $33.38 | $10.15 | $9.50 | $9.11 | $0.00 | $62.14 |
| 4 | 90.00 | $37.55 | $10.15 | $9.50 | $9.11 | $0.00 | $66.31 |

**Apprentice: LABORER**

**Effective Date: 6/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 60.00 | $25.60 | $10.15 | $9.50 | $9.11 | $0.00 | $54.36 |
| 2 | 70.00 | $29.86 | $10.15 | $9.50 | $9.11 | $0.00 | $58.62 |
| 3 | 80.00 | $34.13 | $10.15 | $9.50 | $9.11 | $0.00 | $62.89 |
| 4 | 90.00 | $38.39 | $10.15 | $9.50 | $9.11 | $0.00 | $67.15 |

**Apprentice to Journeyworker Ratio: 1:5**

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| LABORER (HEAVY & HIGHWAY)<br>LABORERS<br>LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/1/2025 | $41.22 | $10.15 | $9.50 | $9.21 | $0.00 | $70.08 |
| | 6/1/2026 | $42.66 | $10.15 | $9.50 | $9.21 | $0.00 | $71.52 |
| | 12/1/2026 | $44.10 | $10.15 | $9.50 | $9.21 | $0.00 | $72.96 |

**Apprentice: LABORER (HEAVY & HIGHWAY)**

**Effective Date: 12/1/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 60.00 | $25.03 | $10.15 | $9.50 | $9.21 | $0.00 | $53.89 |
| 2 | 70.00 | $29.20 | $10.15 | $9.50 | $9.21 | $0.00 | $58.06 |
| 3 | 80.00 | $33.38 | $10.15 | $9.50 | $9.21 | $0.00 | $62.24 |
| 4 | 90.00 | $37.55 | $10.15 | $9.50 | $9.21 | $0.00 | $66.41 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|

**Apprentice: LABORER (HEAVY & HIGHWAY)**

**Effective Date: 6/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 60.00 | $25.60 | $10.15 | $9.50 | $9.21 | $0.00 | $54.46 |
| 2 | 70.00 | $29.86 | $10.15 | $9.50 | $9.21 | $0.00 | $58.72 |
| 3 | 80.00 | $34.13 | $10.15 | $9.50 | $9.21 | $0.00 | $62.99 |
| 4 | 90.00 | $38.39 | $10.15 | $9.50 | $9.10 | $0.00 | $67.14 |

**Apprentice to Journeyworker Ratio: 1:5**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| LABORER: CARPENTER TENDER<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $41.22 | $10.15 | $9.50 | $9.11 | $0.00 | $69.98 |
| | 6/1/2026 | $42.66 | $10.15 | $9.50 | $9.11 | $0.00 | $71.42 |
| | 12/1/2026 | $44.10 | $10.15 | $9.50 | $9.11 | $0.00 | $72.86 |
| | 6/1/2027 | $45.55 | $10.15 | $9.50 | $9.11 | $0.00 | $74.31 |
| | 12/1/2027 | $47.00 | $10.15 | $9.50 | $9.11 | $0.00 | $75.76 |
| | 6/1/2028 | $48.50 | $10.15 | $9.50 | $9.11 | $0.00 | $77.26 |
| | 12/1/2028 | $50.00 | $10.15 | $9.50 | $9.11 | $0.00 | $78.76 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| LABORER: CEMENT FINISHER TENDER<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $41.22 | $10.15 | $9.50 | $9.11 | $0.00 | $69.98 |
| | 6/1/2026 | $42.66 | $10.15 | $9.50 | $9.11 | $0.00 | $71.42 |
| | 12/1/2026 | $44.10 | $10.15 | $9.50 | $9.11 | $0.00 | $72.86 |
| | 6/1/2027 | $45.55 | $10.15 | $9.50 | $9.11 | $0.00 | $74.31 |
| | 12/1/2027 | $47.00 | $10.15 | $9.50 | $9.11 | $0.00 | $75.76 |
| | 6/1/2028 | $48.50 | $10.15 | $9.50 | $9.11 | $0.00 | $77.26 |
| | 12/1/2028 | $50.00 | $10.15 | $9.50 | $9.11 | $0.00 | $78.76 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $41.31 | $10.15 | $9.50 | $9.65 | $0.00 | $70.61 |
| | 6/1/2026 | $42.75 | $10.15 | $9.50 | $9.65 | $0.00 | $72.05 |
| | 12/7/2026 | $44.19 | $10.15 | $9.50 | $9.65 | $0.00 | $73.49 |
| | 6/7/2027 | $45.64 | $10.15 | $9.50 | $9.65 | $0.00 | $74.94 |
| | 12/6/2027 | $47.09 | $10.15 | $9.50 | $9.65 | $0.00 | $76.39 |
| | 6/5/2028 | $48.59 | $10.15 | $9.50 | $9.65 | $0.00 | $77.89 |
| | 12/4/2028 | $50.09 | $10.15 | $9.50 | $9.65 | $0.00 | $79.39 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| LABORER: MASON TENDER<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.11 | $0.00 | $70.23 |
| | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.11 | $0.00 | $71.67 |
| | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.11 | $0.00 | $73.11 |
| | 6/1/2027 | $45.80 | $10.15 | $9.50 | $9.11 | $0.00 | $74.56 |
| | 12/1/2027 | $47.25 | $10.15 | $9.50 | $9.11 | $0.00 | $76.01 |
| | 6/1/2028 | $48.75 | $10.15 | $9.50 | $9.11 | $0.00 | $77.51 |
| | 12/1/2028 | $50.25 | $10.15 | $9.50 | $9.11 | $0.00 | $79.01 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| LABORER: MASON TENDER (HEAVY & HIGHWAY)<br>LABORERS | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.21 | $0.00 | $70.33 |
| | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.21 | $0.00 | $71.77 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.21 | $0.00 | $73.21 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | | |
| LABORER: MULTI-TRADE TENDER | 12/1/2025 | $41.22 | $10.15 | $9.50 | $9.11 | $0.00 | $69.98 |
| LABORERS | 6/1/2026 | $42.66 | $10.15 | $9.50 | $9.11 | $0.00 | $71.42 |
| LABORERS - ZONE 2 | 12/1/2026 | $44.10 | $10.15 | $9.50 | $9.11 | $0.00 | $72.86 |
| | 6/1/2027 | $45.55 | $10.15 | $9.50 | $9.11 | $0.00 | $74.31 |
| | 12/1/2027 | $47.00 | $10.15 | $9.50 | $9.11 | $0.00 | $75.76 |
| | 6/1/2028 | $48.50 | $10.15 | $9.50 | $9.11 | $0.00 | $77.26 |
| | 12/1/2028 | $50.00 | $10.15 | $9.50 | $9.11 | $0.00 | $78.76 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| LABORER: TREE REMOVER | 12/1/2025 | $41.22 | $10.15 | $9.50 | $9.11 | $0.00 | $69.98 |
| LABORERS | 6/1/2026 | $42.66 | $10.15 | $9.50 | $9.11 | $0.00 | $71.42 |
| LABORERS - ZONE 2 | 12/1/2026 | $44.10 | $10.15 | $9.50 | $9.11 | $0.00 | $72.86 |
| | 6/1/2027 | $45.55 | $10.15 | $9.50 | $9.11 | $0.00 | $74.31 |
| | 12/1/2027 | $47.00 | $10.15 | $9.50 | $9.11 | $0.00 | $75.76 |
| | 6/1/2028 | $48.50 | $10.15 | $9.50 | $9.11 | $0.00 | $77.26 |
| | 12/1/2028 | $50.00 | $10.15 | $9.50 | $9.11 | $0.00 | $78.76 |
| This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| LASER BEAM OPERATOR | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.11 | $0.00 | $70.23 |
| LABORERS | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.11 | $0.00 | $71.67 |
| LABORERS - ZONE 2 | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.11 | $0.00 | $73.11 |
| | 6/1/2027 | $45.80 | $10.15 | $9.50 | $9.11 | $0.00 | $74.56 |
| | 12/1/2027 | $47.25 | $10.15 | $9.50 | $9.11 | $0.00 | $76.01 |
| | 6/1/2028 | $48.75 | $10.15 | $9.50 | $9.11 | $0.00 | $77.51 |
| | 12/1/2028 | $50.25 | $10.15 | $9.50 | $9.11 | $0.00 | $79.01 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| LASER BEAM OPERATOR (HEAVY & HIGHWAY) | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.21 | $0.00 | $70.33 |
| LABORERS | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.21 | $0.00 | $71.77 |
| LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.21 | $0.00 | $73.21 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | | |
| MARBLE & TILE FINISHERS | 2/1/2026 | $53.16 | $11.49 | $15.57 | $6.05 | $0.00 | $86.27 |
| BRICKLAYERS LOCAL 3 | 8/1/2026 | $54.92 | $11.49 | $15.57 | $6.05 | $0.00 | $88.03 |
| BRICKLAYERS LOCAL 3 - MARBLE & TILE | 2/1/2027 | $56.04 | $11.49 | $15.57 | $6.05 | $0.00 | $89.15 |

**Apprentice: MARBLE & TILE FINISHERS**

**Effective Date: 2/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $26.58 | $11.49 | $15.57 | $6.05 | $0.00 | $59.69 |
| 2 | 60.00 | $31.90 | $11.49 | $15.57 | $6.05 | $0.00 | $65.01 |
| 3 | 70.00 | $37.21 | $11.49 | $15.57 | $6.05 | $0.00 | $70.32 |
| 4 | 80.00 | $42.53 | $11.49 | $15.57 | $6.05 | $0.00 | $75.64 |
| 5 | 90.00 | $47.84 | $11.49 | $15.57 | $6.05 | $0.00 | $80.95 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|

**Apprentice: MARBLE & TILE FINISHERS**

**Effective Date: 8/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $27.46 | $11.49 | $15.57 | $6.05 | $0.00 | $60.57 |
| 2 | 60.00 | $32.95 | $11.49 | $15.57 | $6.05 | $0.00 | $66.06 |
| 3 | 70.00 | $38.44 | $11.49 | $15.57 | $6.05 | $0.00 | $71.55 |
| 4 | 80.00 | $43.94 | $11.49 | $15.57 | $6.05 | $0.00 | $77.05 |
| 5 | 90.00 | $49.43 | $11.49 | $15.57 | $6.05 | $0.00 | $82.54 |

**Apprentice to Journeyworker Ratio: 1:5**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| MARBLE MASONS,TILELAYERS & TERRAZZO MECH<br>BRICKLAYERS LOCAL 3<br>BRICKLAYERS LOCAL 3 - MARBLE & TILE | 2/1/2026 | $69.32 | $11.49 | $15.57 | $7.99 | $0.00 | $104.37 |
| | 8/1/2026 | $71.52 | $11.49 | $15.57 | $7.99 | $0.00 | $106.57 |
| | 2/1/2027 | $72.92 | $11.49 | $15.57 | $7.99 | $0.00 | $107.97 |

**Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH**

**Effective Date: 2/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $34.66 | $11.49 | $15.57 | $7.99 | $0.00 | $69.71 |
| 2 | 60.00 | $41.59 | $11.49 | $15.57 | $7.99 | $0.00 | $76.64 |
| 3 | 70.00 | $48.52 | $11.49 | $15.57 | $7.99 | $0.00 | $83.57 |
| 4 | 80.00 | $55.46 | $11.49 | $15.57 | $7.99 | $0.00 | $90.51 |
| 5 | 90.00 | $62.39 | $11.49 | $15.57 | $7.99 | $0.00 | $97.44 |

**Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH**

**Effective Date: 8/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $35.76 | $11.49 | $15.57 | $7.99 | $0.00 | $70.81 |
| 2 | 60.00 | $42.91 | $11.49 | $15.57 | $7.99 | $0.00 | $77.96 |
| 3 | 70.00 | $50.06 | $11.49 | $15.57 | $7.99 | $0.00 | $85.11 |
| 4 | 80.00 | $57.22 | $11.49 | $15.57 | $7.99 | $0.00 | $92.27 |
| 5 | 90.00 | $64.37 | $11.49 | $15.57 | $7.99 | $0.00 | $99.42 |

**Apprentice to Journeyworker Ratio: 1:5**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| MECH. SWEEPER OPERATOR (ON CONST. SITES)<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $58.62 | $16.05 | $13.25 | $3.25 | $0.00 | $91.17 |
| | 6/1/2026 | $59.90 | $16.05 | $13.25 | $3.25 | $0.00 | $92.45 |
| | 12/1/2026 | $61.34 | $16.05 | $13.25 | $3.25 | $0.00 | $93.89 |

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| MECHANICS MAINTENANCE<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $58.62 | $16.05 | $13.25 | $3.25 | $0.00 | $91.17 |
| | 6/1/2026 | $59.90 | $16.05 | $13.25 | $3.25 | $0.00 | $92.45 |
| | 12/1/2026 | $61.34 | $16.05 | $13.25 | $3.25 | $0.00 | $93.89 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| MILLWRIGHT (Zone 1)<br>MILLWRIGHTS LOCAL 1121<br>MILLWRIGHTS LOCAL 1121 - Zone 1 | 1/5/2026 | $52.97 | $10.08 | $11.47 | $10.25 | $0.00 | $84.77 |

**Apprentice: MILLWRIGHT (Zone 1)**

**Effective Date: 1/5/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 55.00 | $29.13 | $10.08 | $0.00 | $5.64 | $0.00 | $44.85 |
| 2 | 65.00 | $34.43 | $10.08 | $0.00 | $6.66 | $0.00 | $51.17 |
| 3 | 75.00 | $39.73 | $10.08 | $11.47 | $7.69 | $0.00 | $68.97 |
| 4 | 85.00 | $45.02 | $10.08 | $11.47 | $8.71 | $0.00 | $75.28 |

**Apprentice Notes**

Step 1&2 Appr. indentured after 1/6/2020 receive no pension,

**Apprentice to Journeyworker Ratio: 1:4**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| MORTAR MIXER<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.11 | $0.00 | $70.23 |
| | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.11 | $0.00 | $71.67 |
| | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.11 | $0.00 | $73.11 |
| | 6/1/2027 | $45.80 | $10.15 | $9.50 | $9.11 | $0.00 | $74.56 |
| | 12/1/2027 | $47.25 | $10.15 | $9.50 | $9.11 | $0.00 | $76.01 |
| | 6/1/2028 | $48.75 | $10.15 | $9.50 | $9.11 | $0.00 | $77.51 |
| | 12/1/2028 | $50.25 | $10.15 | $9.50 | $9.11 | $0.00 | $79.01 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| OILER (OTHER THAN TRUCK CRANES,GRADALLS)<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $25.68 | $16.05 | $13.25 | $3.25 | $0.00 | $58.23 |
| | 6/1/2026 | $26.27 | $16.05 | $13.25 | $3.25 | $0.00 | $58.82 |
| | 12/1/2026 | $26.94 | $16.05 | $13.25 | $3.25 | $0.00 | $59.49 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| OILER (TRUCK CRANES, GRADALLS)<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $31.65 | $16.05 | $13.25 | $3.25 | $0.00 | $64.20 |
| | 6/1/2026 | $32.37 | $16.05 | $13.25 | $3.25 | $0.00 | $64.92 |
| | 12/1/2026 | $33.17 | $16.05 | $13.25 | $3.25 | $0.00 | $65.72 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| OTHER POWER DRIVEN EQUIPMENT - CLASS II<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $58.62 | $16.05 | $13.25 | $3.25 | $0.00 | $91.17 |
| | 6/1/2026 | $59.90 | $16.05 | $13.25 | $3.25 | $0.00 | $92.45 |
| | 12/1/2026 | $61.34 | $16.05 | $13.25 | $3.25 | $0.00 | $93.89 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| PAINTER (BRIDGES/TANKS)<br>PAINTERS LOCAL 35<br>PAINTERS LOCAL 35 - ZONE 2 | 1/1/2026 | $59.56 | $10.35 | $12.00 | $12.50 | $0.00 | $94.41 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|

**Apprentice: PAINTER (BRIDGES/TANKS)**

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $29.78 | $10.35 | $0.00 | $0.00 | $0.00 | $40.13 |
| 2 | 55.00 | $32.76 | $10.35 | $0.00 | $6.93 | $0.00 | $50.04 |
| 3 | 60.00 | $35.74 | $10.35 | $0.00 | $7.56 | $0.00 | $53.65 |
| 4 | 65.00 | $38.71 | $10.35 | $0.00 | $8.19 | $0.00 | $57.25 |
| 5 | 70.00 | $41.69 | $10.35 | $12.00 | $8.82 | $0.00 | $72.86 |
| 6 | 75.00 | $44.67 | $10.35 | $12.00 | $9.45 | $0.00 | $76.47 |
| 7 | 80.00 | $47.65 | $10.35 | $12.00 | $10.08 | $0.00 | $80.08 |
| 8 | 90.00 | $53.60 | $10.35 | $12.00 | $11.34 | $0.00 | $87.29 |

**Apprentice to Journeyworker Ratio: 1:1**

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PAINTER (SPRAY OR SANDBLAST, NEW) * | 1/1/2026 | $50.46 | $10.35 | $12.00 | $12.60 | $0.00 | $85.41 |

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used.
PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 2

**Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) ***

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $25.23 | $10.35 | $0.00 | $0.00 | $0.00 | $35.58 |
| 2 | 55.00 | $27.75 | $10.35 | $0.00 | $6.93 | $0.00 | $45.03 |
| 3 | 60.00 | $30.28 | $10.35 | $0.00 | $7.56 | $0.00 | $48.19 |
| 4 | 65.00 | $32.80 | $10.35 | $0.00 | $8.19 | $0.00 | $51.34 |
| 5 | 70.00 | $35.32 | $10.35 | $12.00 | $8.82 | $0.00 | $66.49 |
| 6 | 75.00 | $37.85 | $10.35 | $12.00 | $9.45 | $0.00 | $69.65 |
| 7 | 80.00 | $40.37 | $10.35 | $12.00 | $10.08 | $0.00 | $72.80 |
| 8 | 90.00 | $45.41 | $10.35 | $12.00 | $11.34 | $0.00 | $79.10 |

**Apprentice to Journeyworker Ratio: 1:1**

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| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PAINTER (SPRAY OR SANDBLAST, REPAINT) | 1/1/2026 | $48.52 | $10.35 | $12.00 | $12.60 | $0.00 | $83.47 |

PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 2

**Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)**

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $24.26 | $10.35 | $0.00 | $0.00 | $0.00 | $34.61 |
| 2 | 55.00 | $26.69 | $10.35 | $0.00 | $6.93 | $0.00 | $43.97 |
| 3 | 60.00 | $29.11 | $10.35 | $0.00 | $7.56 | $0.00 | $47.02 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|

**Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)**

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 4 | 65.00 | $31.54 | $10.35 | $0.00 | $8.19 | $0.00 | $50.08 |
| 5 | 70.00 | $33.96 | $10.35 | $12.00 | $8.82 | $0.00 | $65.13 |
| 6 | 75.00 | $36.39 | $10.35 | $12.00 | $9.45 | $0.00 | $68.19 |
| 7 | 80.00 | $38.82 | $10.35 | $12.00 | $10.08 | $0.00 | $71.25 |
| 8 | 90.00 | $43.67 | $10.35 | $12.00 | $11.34 | $0.00 | $77.36 |

**Apprentice to Journeyworker Ratio: 1:1**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PAINTER / TAPER (BRUSH, NEW) * | 1/1/2026 | $49.06 | $10.35 | $12.00 | $12.60 | $0.00 | $84.01 |

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used.
PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 2

**Apprentice: PAINTER / TAPER (BRUSH, NEW) ***

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $24.53 | $10.35 | $0.00 | $0.00 | $0.00 | $34.88 |
| 2 | 55.00 | $26.98 | $10.35 | $0.00 | $6.93 | $0.00 | $44.26 |
| 3 | 60.00 | $29.44 | $10.35 | $0.00 | $7.56 | $0.00 | $47.35 |
| 4 | 65.00 | $31.89 | $10.35 | $0.00 | $8.19 | $0.00 | $50.43 |
| 5 | 70.00 | $34.34 | $10.35 | $12.00 | $8.82 | $0.00 | $65.51 |
| 6 | 75.00 | $36.80 | $10.35 | $12.00 | $9.45 | $0.00 | $68.60 |
| 7 | 80.00 | $39.25 | $10.35 | $12.00 | $10.08 | $0.00 | $71.68 |
| 8 | 90.00 | $44.15 | $10.35 | $12.00 | $11.34 | $0.00 | $77.84 |

**Apprentice to Journeyworker Ratio: 1:1**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PAINTER / TAPER (BRUSH, REPAINT) | 1/1/2026 | $47.12 | $10.35 | $12.00 | $12.60 | $0.00 | $82.07 |

PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 2

**Apprentice: PAINTER / TAPER (BRUSH, REPAINT)**

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $23.56 | $10.35 | $0.00 | $0.00 | $0.00 | $33.91 |
| 2 | 55.00 | $25.92 | $10.35 | $0.00 | $6.93 | $0.00 | $43.20 |
| 3 | 60.00 | $28.27 | $10.35 | $0.00 | $7.56 | $0.00 | $46.18 |
| 4 | 65.00 | $30.63 | $10.35 | $0.00 | $8.19 | $0.00 | $49.17 |
| 5 | 70.00 | $32.98 | $10.35 | $12.00 | $8.82 | $0.00 | $64.15 |
| 6 | 75.00 | $35.34 | $10.35 | $12.00 | $9.45 | $0.00 | $67.14 |
| 7 | 80.00 | $37.70 | $10.35 | $12.00 | $10.08 | $0.00 | $70.13 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)<br>LABORERS<br>LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/1/2025 | $41.22 | $10.15 | $9.50 | $9.21 | $0.00 | $70.08 |
| | 6/1/2026 | $42.66 | $10.15 | $9.50 | $9.21 | $0.00 | $71.52 |
| | 12/1/2026 | $44.10 | $10.15 | $9.50 | $9.21 | $0.00 | $72.96 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway) | | | | | | | |
| PANEL & PICKUP TRUCKS DRIVER<br>TEAMSTERS JOINT COUNCIL NO. 10<br>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 1/1/2026 | $40.78 | $16.17 | $21.78 | $0.00 | $0.00 | $78.73 |
| | 6/1/2026 | $41.78 | $16.17 | $21.78 | $0.00 | $0.00 | $79.73 |
| | 12/1/2026 | $41.78 | $16.17 | $23.52 | $0.00 | $0.00 | $81.47 |
| | 1/1/2027 | $41.78 | $16.77 | $23.52 | $0.00 | $0.00 | $82.07 |
| PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)<br>PILE DRIVER LOCAL 56<br>PILE DRIVER LOCAL 56 (ZONE 1) | 8/1/2024 | $55.79 | $10.08 | $11.62 | $12.67 | $0.00 | $90.16 |
| For apprentice rates see "Apprentice- PILE DRIVER" | | | | | | | |
| PILE DRIVER<br>PILE DRIVER LOCAL 56<br>PILE DRIVER LOCAL 56 (ZONE 1) | 8/1/2024 | $55.79 | $10.08 | $11.62 | $12.67 | $0.00 | $90.16 |
| PIPEFITTER & STEAMFITTER<br>PIPEFITTERS LOCAL 537<br>PIPEFITTERS LOCAL 537 | 9/1/2025 | $69.08 | $13.45 | $13.75 | $9.30 | $0.00 | $105.58 |

**Apprentice: PAINTER / TAPER (BRUSH, REPAINT)**

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 8 | 90.00 | $42.41 | $10.35 | $12.00 | $11.34 | $0.00 | $76.10 |

**Apprentice to Journeyworker Ratio: 1:1**

**Apprentice: PILE DRIVER**

**Effective Date: 8/1/2024**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 45.00 | $25.11 | $10.08 | $0.00 | $2.53 | $0.00 | $37.72 |
| 2 | 55.00 | $30.68 | $10.08 | $0.00 | $5.07 | $0.00 | $45.83 |
| 3 | 70.00 | $39.05 | $10.08 | $11.62 | $7.60 | $0.00 | $68.35 |
| 4 | 80.00 | $44.63 | $10.08 | $11.62 | $10.14 | $0.00 | $76.47 |

**Apprentice to Journeyworker Ratio: 1:5**

**Apprentice: PIPEFITTER & STEAMFITTER**

**Effective Date: 9/1/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 40.00 | $27.63 | $13.45 | $13.75 | $9.30 | $0.00 | $64.13 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| **Apprentice: PIPEFITTER & STEAMFITTER** | | | | | | | |
| **Effective Date: 9/1/2025** | | | | | | | |
| **Step / Percent** | | **Apprentice Base Wage** | | | | | |
| 2 / 45.00 | | $31.09 | $13.45 | $13.75 | $9.30 | $0.00 | $67.59 |
| 3 / 60.00 | | $41.45 | $13.45 | $13.75 | $9.30 | $0.00 | $77.95 |
| 4 / 70.00 | | $48.36 | $13.45 | $13.75 | $9.30 | $0.00 | $84.86 |
| 5 / 80.00 | | $55.26 | $13.45 | $13.75 | $9.30 | $0.00 | $91.76 |
| **Apprentice to Journeyworker Ratio: 1:3** | | | | | | | |
| PIPELAYER | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.11 | $0.00 | $70.23 |
| LABORERS | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.11 | $0.00 | $71.67 |
| LABORERS - ZONE 2 | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.11 | $0.00 | $73.11 |
| | 6/1/2027 | $45.80 | $10.15 | $9.50 | $9.11 | $0.00 | $74.56 |
| | 12/1/2027 | $47.25 | $10.15 | $9.50 | $9.11 | $0.00 | $76.01 |
| | 6/1/2028 | $48.75 | $10.15 | $9.50 | $9.11 | $0.00 | $77.51 |
| | 12/1/2028 | $50.25 | $10.15 | $9.50 | $9.11 | $0.00 | $79.01 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| PIPELAYER (HEAVY & HIGHWAY) | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.21 | $0.00 | $70.33 |
| LABORERS | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.21 | $0.00 | $71.77 |
| LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.21 | $0.00 | $73.21 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | | |
| PLUMBERS & GASFITTERS | 9/1/2025 | $71.74 | $14.32 | $12.61 | $8.00 | $0.00 | $106.67 |
| PLUMBERS & GASFITTERS LOCAL 12 | 3/2/2026 | $73.89 | $14.32 | $12.61 | $8.00 | $0.00 | $108.82 |
| PLUMBERS & GASFITTERS LOCAL 12 | 8/31/2026 | $76.04 | $14.32 | $12.61 | $8.00 | $0.00 | $110.97 |
| | 3/1/2027 | $78.19 | $14.32 | $12.61 | $8.00 | $0.00 | $113.12 |
| | 8/30/2027 | $80.34 | $14.32 | $12.61 | $8.00 | $0.00 | $115.27 |
| | 2/28/2028 | $82.54 | $14.32 | $12.61 | $8.00 | $0.00 | $117.47 |
| | 9/4/2028 | $84.74 | $14.32 | $12.61 | $8.00 | $0.00 | $119.67 |
| | 3/5/2029 | $86.94 | $14.32 | $12.61 | $8.00 | $0.00 | $121.87 |
| | 9/3/2029 | $89.14 | $14.32 | $12.61 | $8.00 | $0.00 | $124.07 |
| | 3/4/2030 | $91.09 | $14.32 | $12.61 | $8.00 | $0.00 | $126.02 |
| **Apprentice: PLUMBERS & GASFITTERS** | | | | | | | |
| **Effective Date: 9/1/2025** | | | | | | | |
| **Step / Percent** | | **Apprentice Base Wage** | | | | | |
| 1 / 35.00 | | $25.11 | $14.32 | $4.61 | $2.80 | $0.00 | $46.84 |
| 2 / 40.00 | | $28.70 | $14.32 | $5.22 | $3.20 | $0.00 | $51.44 |
| 3 / 55.00 | | $39.46 | $14.32 | $7.07 | $4.40 | $0.00 | $65.25 |
| 4 / 65.00 | | $46.63 | $14.32 | $8.30 | $5.20 | $0.00 | $74.45 |
| 5 / 75.00 | | $53.81 | $14.32 | $9.53 | $6.00 | $0.00 | $83.66 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|

**Apprentice: PLUMBERS & GASFITTERS**

**Effective Date: 3/2/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 35.00 | $25.86 | $14.32 | $4.61 | $2.80 | $0.00 | $47.59 |
| 2 | 40.00 | $29.56 | $14.32 | $5.22 | $3.20 | $0.00 | $52.30 |
| 3 | 55.00 | $40.64 | $14.32 | $7.07 | $4.40 | $0.00 | $66.43 |
| 4 | 65.00 | $48.03 | $14.32 | $8.30 | $5.20 | $0.00 | $75.85 |
| 5 | 75.00 | $55.42 | $14.32 | $9.53 | $6.00 | $0.00 | $85.27 |

**Apprentice to Journeyworker Ratio: 1:2**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| PNEUMATIC CONTROLS (TEMP.)<br>PIPEFITTERS LOCAL 537<br>PIPEFITTERS LOCAL 537 | 9/1/2025 | $69.08 | $13.45 | $13.75 | $9.30 | $0.00 | $105.58 |
| For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER" | | | | | | | |
| PNEUMATIC DRILL/TOOL OPERATOR<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.11 | $0.00 | $70.23 |
| | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.11 | $0.00 | $71.67 |
| | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.11 | $0.00 | $73.11 |
| | 6/1/2027 | $45.80 | $10.15 | $9.50 | $9.11 | $0.00 | $74.56 |
| | 12/1/2027 | $47.25 | $10.15 | $9.50 | $9.11 | $0.00 | $76.01 |
| | 6/1/2028 | $48.75 | $10.15 | $9.50 | $9.11 | $0.00 | $77.51 |
| | 12/1/2028 | $50.25 | $10.15 | $9.50 | $9.11 | $0.00 | $79.01 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)<br>LABORERS<br>LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.21 | $0.00 | $70.33 |
| | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.21 | $0.00 | $71.77 |
| | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.21 | $0.00 | $73.21 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | | |
| POWDERMAN & BLASTER<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $42.22 | $10.15 | $9.50 | $9.11 | $0.00 | $70.98 |
| | 6/1/2026 | $43.66 | $10.15 | $9.50 | $9.11 | $0.00 | $72.42 |
| | 12/1/2026 | $45.10 | $10.15 | $9.50 | $9.11 | $0.00 | $73.86 |
| | 6/1/2027 | $46.55 | $10.15 | $9.50 | $9.11 | $0.00 | $75.31 |
| | 12/1/2027 | $48.00 | $10.15 | $9.50 | $9.11 | $0.00 | $76.76 |
| | 6/1/2028 | $49.50 | $10.15 | $9.50 | $9.11 | $0.00 | $78.26 |
| | 12/1/2028 | $51.00 | $10.15 | $9.50 | $9.11 | $0.00 | $79.76 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| POWDERMAN & BLASTER (HEAVY & HIGHWAY)<br>LABORERS<br>LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/1/2025 | $42.22 | $9.90 | $9.50 | $9.21 | $0.00 | $70.83 |
| | 6/1/2026 | $43.66 | $9.90 | $9.50 | $9.21 | $0.00 | $72.27 |
| | 12/1/2026 | $45.10 | $9.90 | $9.50 | $9.21 | $0.00 | $73.71 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | | |
| POWER SHOVEL/DERRICK/TRENCHING MACHINE<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $59.28 | $16.05 | $13.25 | $3.25 | $0.00 | $91.83 |
| | 6/1/2026 | $60.58 | $16.05 | $13.25 | $3.25 | $0.00 | $93.13 |
| | 12/1/2026 | $62.03 | $16.05 | $13.25 | $3.25 | $0.00 | $94.58 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| PUMP OPERATOR (CONCRETE)<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $58.62 | $16.05 | $13.25 | $3.25 | $0.00 | $91.17 |
| | 6/1/2026 | $59.90 | $16.05 | $13.25 | $3.25 | $0.00 | $92.45 |
| | 12/1/2026 | $61.34 | $16.05 | $13.25 | $3.25 | $0.00 | $93.89 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| PUMP OPERATOR (DEWATERING, OTHER)<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $37.97 | $16.05 | $13.25 | $3.25 | $0.00 | $70.52 |
| | 6/1/2026 | $38.83 | $16.05 | $13.25 | $3.25 | $0.00 | $71.38 |
| | 12/1/2026 | $39.78 | $16.05 | $13.25 | $3.25 | $0.00 | $72.33 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| READY-MIX CONCRETE DRIVER<br>TEAMSTERS 653<br>TEAMSTERS 653 - Southeastern Concrete (Weymouth) | 8/1/2023 | $25.00 | $13.91 | $6.90 | $0.00 | $0.00 | $45.81 |
| RECLAIMERS<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $58.62 | $16.05 | $13.25 | $3.25 | $0.00 | $91.17 |
| | 6/1/2026 | $59.90 | $16.05 | $13.25 | $3.25 | $0.00 | $92.45 |
| | 12/1/2026 | $61.34 | $16.05 | $13.25 | $3.25 | $0.00 | $93.89 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| RIDE-ON MOTORIZED BUGGY OPERATOR<br>LABORERS<br>LABORERS - ZONE 2 | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.11 | $0.00 | $70.23 |
| | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.11 | $0.00 | $71.67 |
| | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.11 | $0.00 | $73.11 |
| | 6/1/2027 | $45.80 | $10.15 | $9.50 | $9.11 | $0.00 | $74.56 |
| | 12/1/2027 | $47.25 | $10.15 | $9.50 | $9.11 | $0.00 | $76.01 |
| | 6/1/2028 | $48.75 | $10.15 | $9.50 | $9.11 | $0.00 | $77.51 |
| | 12/1/2028 | $50.25 | $10.15 | $9.50 | $9.11 | $0.00 | $79.01 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| ROLLER/SPREADER/MULCHING MACHINE<br>OPERATING ENGINEERS LOCAL 4<br>OPERATING ENGINEERS LOCAL 4 | 12/1/2025 | $58.62 | $16.05 | $13.25 | $3.25 | $0.00 | $91.17 |
| | 6/1/2026 | $59.90 | $16.05 | $13.25 | $3.25 | $0.00 | $92.45 |
| | 12/1/2026 | $61.34 | $16.05 | $13.25 | $3.25 | $0.00 | $93.89 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)<br>ROOFERS LOCAL 33<br>ROOFERS LOCAL 33 | 2/1/2026 | $54.78 | $13.28 | $12.67 | $9.03 | $0.00 | $89.76 |

**Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)**

**Effective Date: 2/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $27.39 | $13.28 | $6.52 | $9.03 | $0.00 | $56.22 |
| 2 | 60.00 | $32.87 | $13.28 | $12.67 | $9.03 | $0.00 | $67.85 |
| 3 | 65.00 | $35.61 | $13.28 | $12.67 | $9.03 | $0.00 | $70.59 |
| 4 | 75.00 | $41.09 | $13.28 | $12.67 | $9.03 | $0.00 | $76.07 |
| 5 | 85.00 | $46.56 | $13.28 | $12.67 | $9.03 | $0.00 | $81.54 |

**Apprentice Notes**

** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| **Apprentice to Journeyworker Ratio: 1:5** | | | | | | | |
| ROOFER SLATE / TILE / PRECAST CONCRETE<br>ROOFERS LOCAL 33<br>ROOFERS LOCAL 33<br>For apprentice rates see "Apprentice- ROOFER" | 2/1/2026 | $55.03 | $13.28 | $12.67 | $9.03 | $0.00 | $90.01 |
| SHEETMETAL WORKER<br>SHEETMETAL WORKERS LOCAL 17<br>SHEETMETAL WORKERS LOCAL 17 - A | 2/1/2026 | $62.93 | $14.91 | $18.74 | $9.53 | $2.98 | $109.09 |

**Apprentice: SHEETMETAL WORKER**

**Effective Date: 2/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 42.00 | $26.43 | $14.91 | $6.19 | $0.00 | $0.00 | $47.53 |
| 2 | 42.00 | $26.43 | $14.91 | $6.19 | $0.00 | $0.00 | $47.53 |
| 3 | 47.00 | $29.58 | $14.91 | $10.93 | $1.25 | $1.62 | $58.29 |
| 4 | 47.00 | $29.58 | $14.91 | $10.93 | $1.25 | $1.62 | $58.29 |
| 5 | 52.00 | $32.72 | $14.91 | $11.66 | $1.50 | $1.74 | $62.53 |
| 6 | 52.00 | $32.72 | $14.91 | $11.66 | $1.75 | $1.75 | $62.79 |
| 7 | 60.00 | $37.76 | $14.91 | $12.84 | $2.00 | $1.93 | $69.44 |
| 8 | 65.00 | $40.90 | $14.91 | $13.58 | $2.25 | $2.04 | $73.68 |
| 9 | 75.00 | $47.20 | $14.91 | $15.06 | $2.75 | $2.28 | $82.20 |
| 10 | 85.00 | $53.49 | $14.91 | $16.53 | $2.75 | $2.49 | $90.17 |

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| **Apprentice to Journeyworker Ratio: 1:4** | | | | | | | |
| SPECIALIZED EARTH MOVING EQUIP < 35 TONS<br>TEAMSTERS JOINT COUNCIL NO. 10<br>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 1/1/2026 | $41.24 | $16.17 | $21.78 | $0.00 | $0.00 | $79.19 |
| | 6/1/2026 | $42.24 | $16.17 | $21.78 | $0.00 | $0.00 | $80.19 |
| | 12/1/2026 | $42.24 | $16.17 | $23.52 | $0.00 | $0.00 | $81.93 |
| | 1/1/2027 | $42.24 | $16.77 | $23.52 | $0.00 | $0.00 | $82.53 |
| SPECIALIZED EARTH MOVING EQUIP > 35 TONS<br>TEAMSTERS JOINT COUNCIL NO. 10<br>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 1/1/2026 | $41.53 | $16.17 | $21.78 | $0.00 | $0.00 | $79.48 |
| | 6/1/2026 | $42.53 | $16.17 | $21.78 | $0.00 | $0.00 | $80.48 |
| | 12/1/2026 | $42.53 | $16.17 | $23.52 | $0.00 | $0.00 | $82.22 |
| | 1/1/2027 | $42.53 | $16.77 | $23.52 | $0.00 | $0.00 | $82.82 |
| SPRINKLER FITTER<br>SPRINKLER FITTERS LOCAL 550<br>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1 | 1/1/2026 | $72.05 | $13.45 | $7.45 | $18.25 | $0.00 | $111.20 |

**Apprentice: SPRINKLER FITTER**

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 35.00 | $25.22 | $13.45 | $13.84 | $0.00 | $0.00 | $52.51 |
| 2 | 40.00 | $28.82 | $13.45 | $14.75 | $0.00 | $0.00 | $57.02 |
| 3 | 45.00 | $32.42 | $13.45 | $15.67 | $0.00 | $0.00 | $61.54 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| STEAM BOILER OPERATOR | 12/1/2025 | $58.62 | $16.05 | $13.25 | $3.25 | $0.00 | $91.17 |
| OPERATING ENGINEERS LOCAL 4 | 6/1/2026 | $59.90 | $16.05 | $13.25 | $3.25 | $0.00 | $92.45 |
| OPERATING ENGINEERS LOCAL 4 | 12/1/2026 | $61.34 | $16.05 | $13.25 | $3.25 | $0.00 | $93.89 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN | 12/1/2025 | $58.62 | $16.05 | $13.25 | $3.25 | $0.00 | $91.17 |
| OPERATING ENGINEERS LOCAL 4 | 6/1/2026 | $59.90 | $16.05 | $13.25 | $3.25 | $0.00 | $92.45 |
| OPERATING ENGINEERS LOCAL 4 | 12/1/2026 | $61.34 | $16.05 | $13.25 | $3.25 | $0.00 | $93.89 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| TELECOMMUNICATION TECHNICIAN | 9/1/2025 | $42.52 | $12.00 | $12.05 | $3.25 | $0.00 | $69.82 |
| TELECOMMUNICATION TECHNICIAN | 9/1/2026 | $44.41 | $12.25 | $12.59 | $3.50 | $0.00 | $72.75 |
| ELECTRICIANS LOCAL 223 | 9/1/2027 | $46.51 | $12.50 | $13.18 | $3.75 | $0.00 | $75.94 |
| ELECTRICIANS LOCAL 223 | | | | | | | |
| For apprentice rates and ratios see "Apprentice- ELECTRICIAN" | | | | | | | |
| TERRAZZO FINISHERS | 2/1/2026 | $68.24 | $11.49 | $15.57 | $8.02 | $0.00 | $103.32 |
| BRICKLAYERS LOCAL 3 | 8/1/2026 | $70.44 | $11.49 | $15.57 | $8.02 | $0.00 | $105.52 |
| BRICKLAYERS LOCAL 3 - MARBLE & TILE | 2/1/2027 | $71.84 | $11.49 | $15.57 | $8.02 | $0.00 | $106.92 |

**Apprentice: SPRINKLER FITTER**

**Effective Date: 1/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 4 | 50.00 | $36.03 | $13.45 | $16.57 | $0.00 | $0.00 | $66.05 |
| 5 | 55.00 | $39.63 | $13.45 | $17.49 | $0.00 | $0.00 | $70.57 |
| 6 | 60.00 | $43.23 | $13.45 | $18.40 | $0.00 | $0.00 | $75.08 |
| 7 | 65.00 | $46.83 | $13.45 | $19.32 | $0.00 | $0.00 | $79.60 |
| 8 | 70.00 | $50.44 | $13.45 | $20.22 | $0.00 | $0.00 | $84.11 |
| 9 | 75.00 | $54.04 | $13.45 | $21.15 | $0.00 | $0.00 | $88.64 |
| 10 | 80.00 | $57.64 | $13.45 | $22.05 | $0.00 | $0.00 | $93.14 |

**Apprentice Notes**

Apprentice entered prior 9/30/10:

**Apprentice to Journeyworker Ratio: 1:3**

**Apprentice: TERRAZZO FINISHERS**

**Effective Date: 2/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $34.12 | $11.49 | $15.57 | $8.02 | $0.00 | $69.20 |
| 2 | 60.00 | $40.94 | $11.49 | $15.57 | $8.02 | $0.00 | $76.02 |
| 3 | 70.00 | $47.77 | $11.49 | $15.57 | $8.02 | $0.00 | $82.85 |
| 4 | 80.00 | $54.59 | $11.49 | $15.57 | $8.02 | $0.00 | $89.67 |
| 5 | 90.00 | $61.42 | $11.49 | $15.57 | $8.02 | $0.00 | $96.50 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|

**Apprentice: TERRAZZO FINISHERS**

**Effective Date: 8/1/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 50.00 | $35.22 | $11.49 | $15.57 | $8.02 | $0.00 | $70.30 |
| 2 | 60.00 | $42.26 | $11.49 | $15.57 | $8.02 | $0.00 | $77.34 |
| 3 | 70.00 | $49.31 | $11.49 | $15.57 | $8.02 | $0.00 | $84.39 |
| 4 | 80.00 | $56.35 | $11.49 | $15.57 | $8.02 | $0.00 | $91.43 |
| 5 | 90.00 | $63.40 | $11.49 | $15.57 | $8.02 | $0.00 | $98.48 |

**Apprentice to Journeyworker Ratio: 1:5**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| TEST BORING DRILLER | 12/1/2025 | $52.70 | $10.15 | $9.50 | $9.80 | $0.00 | $82.15 |
| LABORERS | 6/1/2026 | $54.25 | $10.15 | $9.50 | $9.80 | $0.00 | $83.70 |
| LABORERS - FOUNDATION AND MARINE | 12/1/2026 | $55.75 | $10.15 | $9.50 | $9.80 | $0.00 | $85.20 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| TEST BORING DRILLER HELPER | 12/1/2025 | $48.82 | $10.15 | $9.50 | $9.80 | $0.00 | $78.27 |
| LABORERS | 6/1/2026 | $50.37 | $10.15 | $9.50 | $9.80 | $0.00 | $79.82 |
| LABORERS - FOUNDATION AND MARINE | 12/1/2026 | $51.87 | $10.15 | $9.50 | $9.80 | $0.00 | $81.32 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| TEST BORING LABORER | 12/1/2025 | $48.70 | $10.15 | $9.50 | $9.80 | $0.00 | $78.15 |
| LABORERS | 6/1/2026 | $50.25 | $10.15 | $9.50 | $9.80 | $0.00 | $79.70 |
| LABORERS - FOUNDATION AND MARINE | 12/1/2026 | $51.75 | $10.15 | $9.50 | $9.80 | $0.00 | $81.20 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| TRACTORS/PORTABLE STEAM GENERATORS | 12/1/2025 | $58.62 | $16.05 | $13.25 | $3.25 | $0.00 | $91.17 |
| OPERATING ENGINEERS LOCAL 4 | 6/1/2026 | $59.90 | $16.05 | $13.25 | $3.25 | $0.00 | $92.45 |
| OPERATING ENGINEERS LOCAL 4 | 12/1/2026 | $61.34 | $16.05 | $13.25 | $3.25 | $0.00 | $93.89 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| TRAILERS FOR EARTH MOVING EQUIPMENT | 1/1/2026 | $41.82 | $16.17 | $21.78 | $0.00 | $0.00 | $79.77 |
| TEAMSTERS JOINT COUNCIL NO. 10 | 6/1/2026 | $42.82 | $16.17 | $21.78 | $0.00 | $0.00 | $80.77 |
| TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 12/1/2026 | $42.82 | $16.17 | $23.52 | $0.00 | $0.00 | $82.51 |
| | 1/1/2027 | $42.82 | $16.77 | $23.52 | $0.00 | $0.00 | $83.11 |
| TUNNEL WORK - COMPRESSED AIR | 12/1/2025 | $60.93 | $10.15 | $9.50 | $10.25 | $0.00 | $90.83 |
| LABORERS | 6/1/2026 | $62.48 | $10.15 | $9.50 | $10.25 | $0.00 | $92.38 |
| LABORERS (COMPRESSED AIR) | 12/1/2026 | $63.98 | $10.15 | $9.50 | $10.25 | $0.00 | $93.88 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) | 12/1/2025 | $62.93 | $10.15 | $9.50 | $10.25 | $0.00 | $92.83 |
| LABORERS | 6/1/2026 | $64.48 | $10.15 | $9.50 | $10.25 | $0.00 | $94.38 |
| LABORERS (COMPRESSED AIR) | 12/1/2026 | $65.98 | $10.15 | $9.50 | $10.25 | $0.00 | $95.88 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| TUNNEL WORK - FREE AIR | 12/1/2025 | $53.00 | $10.15 | $9.50 | $10.25 | $0.00 | $82.90 |

**Construction**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| LABORERS | 6/1/2026 | $54.55 | $10.15 | $9.50 | $10.25 | $0.00 | $84.45 |
| LABORERS (FREE AIR TUNNEL) | 12/1/2026 | $56.05 | $10.15 | $9.50 | $10.25 | $0.00 | $85.95 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| TUNNEL WORK - FREE AIR (HAZ. WASTE) | 12/1/2025 | $55.00 | $10.15 | $9.50 | $10.25 | $0.00 | $84.90 |
| LABORERS | 6/1/2026 | $56.55 | $10.15 | $9.50 | $10.25 | $0.00 | $86.45 |
| LABORERS (FREE AIR TUNNEL) | 12/1/2026 | $58.05 | $10.15 | $9.50 | $10.25 | $0.00 | $87.95 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| VAC-HAUL | 1/1/2026 | $41.24 | $16.17 | $21.78 | $0.00 | $0.00 | $79.19 |
| TEAMSTERS JOINT COUNCIL NO. 10 | 6/1/2026 | $42.24 | $16.17 | $21.78 | $0.00 | $0.00 | $80.19 |
| TEAMSTERS JOINT COUNCIL NO. 10 ZONE B | 12/1/2026 | $42.24 | $16.17 | $23.52 | $0.00 | $0.00 | $81.93 |
| | 1/1/2027 | $42.24 | $16.77 | $23.52 | $0.00 | $0.00 | $82.53 |
| WAGON DRILL OPERATOR | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.11 | $0.00 | $70.23 |
| LABORERS | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.11 | $0.00 | $71.67 |
| LABORERS - ZONE 2 | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.11 | $0.00 | $73.11 |
| | 6/1/2027 | $45.80 | $10.15 | $9.50 | $9.11 | $0.00 | $74.56 |
| | 12/1/2027 | $47.25 | $10.15 | $9.50 | $9.11 | $0.00 | $76.01 |
| | 6/1/2028 | $48.75 | $10.15 | $9.50 | $9.11 | $0.00 | $77.51 |
| | 12/1/2028 | $50.25 | $10.15 | $9.50 | $9.11 | $0.00 | $79.01 |
| For apprentice rates see "Apprentice- LABORER" | | | | | | | |
| WAGON DRILL OPERATOR (HEAVY & HIGHWAY) | 12/1/2025 | $41.47 | $10.15 | $9.50 | $9.21 | $0.00 | $70.33 |
| LABORERS | 6/1/2026 | $42.91 | $10.15 | $9.50 | $9.21 | $0.00 | $71.77 |
| LABORERS - ZONE 2 (HEAVY & HIGHWAY) | 12/1/2026 | $44.35 | $10.15 | $9.50 | $9.21 | $0.00 | $73.21 |
| For apprentice rates see "Apprentice- LABORER (Heavy and Highway)" | | | | | | | |
| WASTE WATER PUMP OPERATOR | 12/1/2025 | $59.28 | $16.05 | $13.25 | $3.25 | $0.00 | $91.83 |
| OPERATING ENGINEERS LOCAL 4 | 6/1/2026 | $60.58 | $16.05 | $13.25 | $3.25 | $0.00 | $93.13 |
| OPERATING ENGINEERS LOCAL 4 | 12/1/2026 | $62.03 | $16.05 | $13.25 | $3.25 | $0.00 | $94.58 |
| For apprentice rates see "Apprentice- OPERATING ENGINEERS" | | | | | | | |
| WATER METER INSTALLER | 9/1/2025 | $71.74 | $14.32 | $12.61 | $8.00 | $0.00 | $106.67 |
| PLUMBERS & GASFITTERS LOCAL 12 | 3/2/2026 | $73.89 | $14.32 | $12.61 | $8.00 | $0.00 | $108.82 |
| PLUMBERS & GASFITTERS LOCAL 12 | 8/31/2026 | $76.04 | $14.32 | $12.61 | $8.00 | $0.00 | $110.97 |
| | 3/1/2027 | $78.19 | $14.32 | $12.61 | $8.00 | $0.00 | $113.12 |
| | 8/30/2027 | $80.34 | $14.32 | $12.61 | $8.00 | $0.00 | $115.27 |
| | 2/2/2028 | $82.54 | $14.32 | $12.61 | $8.00 | $0.00 | $117.47 |
| | 9/4/2028 | $84.74 | $14.32 | $12.61 | $8.00 | $0.00 | $119.67 |
| | 3/5/2029 | $86.94 | $14.32 | $12.61 | $8.00 | $0.00 | $121.87 |
| | 9/3/2029 | $89.14 | $14.32 | $12.61 | $8.00 | $0.00 | $124.07 |
| | 3/4/2030 | $91.09 | $14.32 | $12.61 | $8.00 | $0.00 | $126.02 |
| For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER" | | | | | | | |

**Outside Electrical**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| CABLE TECHNICIAN (Power Zone) | 8/31/2025 | $36.55 | $10.75 | $1.10 | $1.00 | $0.00 | $49.40 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/30/2026 | $38.13 | $11.00 | $1.14 | $1.00 | $0.00 | $51.27 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/29/2027 | $39.65 | $11.25 | $1.19 | $1.00 | $0.00 | $53.09 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | | |
| CABLEMAN (Underground Ducts & Cables) | 8/31/2025 | $51.78 | $10.75 | $1.55 | $10.71 | $0.00 | $74.79 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/30/2026 | $54.02 | $11.00 | $1.62 | $11.14 | $0.00 | $77.78 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/29/2027 | $56.17 | $11.25 | $1.69 | $11.57 | $0.00 | $80.68 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | | |
| DRIVER / GROUNDMAN CDL | 8/31/2025 | $42.64 | $10.75 | $1.28 | $10.45 | $0.00 | $65.12 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/30/2026 | $44.49 | $11.00 | $1.33 | $10.80 | $0.00 | $67.62 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/29/2027 | $46.26 | $11.25 | $1.39 | $11.15 | $0.00 | $70.05 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | | |
| DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) | 8/31/2025 | $33.51 | $10.75 | $1.01 | $1.00 | $0.00 | $46.27 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/30/2026 | $34.95 | $11.00 | $1.05 | $1.00 | $0.00 | $48.00 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/29/2027 | $36.64 | $11.25 | $1.09 | $1.00 | $0.00 | $49.98 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | | |
| EQUIPMENT OPERATOR (Class A CDL) | 8/31/2025 | $51.78 | $10.75 | $1.55 | $14.79 | $0.00 | $78.87 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/30/2026 | $54.02 | $11.00 | $1.62 | $15.22 | $0.00 | $81.86 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/29/2027 | $56.17 | $11.25 | $1.69 | $15.65 | $0.00 | $84.76 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | | |
| EQUIPMENT OPERATOR (Class B CDL) | 8/31/2025 | $45.69 | $10.75 | $1.37 | $11.27 | $0.00 | $69.08 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/30/2026 | $47.66 | $11.00 | $1.43 | $11.65 | $0.00 | $71.74 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/29/2027 | $49.56 | $11.25 | $1.49 | $12.03 | $0.00 | $74.33 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | | |
| GROUNDMAN | 8/31/2025 | $33.51 | $10.75 | $1.01 | $1.00 | $0.00 | $46.27 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/30/2026 | $34.95 | $11.00 | $1.05 | $1.00 | $0.00 | $48.00 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/29/2027 | $36.34 | $11.25 | $1.09 | $1.00 | $0.00 | $49.68 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | | |
| GROUNDMAN -Inexperienced (<2000 Hrs.) | 8/31/2025 | $27.41 | $10.75 | $0.82 | $1.00 | $0.00 | $39.98 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/30/2026 | $28.60 | $11.00 | $0.86 | $1.00 | $0.00 | $41.46 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/29/2027 | $29.74 | $11.25 | $0.89 | $1.00 | $0.00 | $42.88 |
| For apprentice rates see "Apprentice- LINEMAN" | | | | | | | |
| JOURNEYMAN LINEMAN | 8/31/2025 | $60.92 | $10.75 | $1.83 | $18.00 | $0.00 | $91.50 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/30/2026 | $63.55 | $11.00 | $1.91 | $18.50 | $0.00 | $94.96 |
| OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 8/29/2027 | $66.08 | $11.25 | $1.98 | $19.00 | $0.00 | $98.31 |

**Apprentice: JOURNEYMAN LINEMAN**

**Effective Date: 8/31/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|

**Outside Electrical**

| Classification | Effective Date | Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|

**Apprentice: JOURNEYMAN LINEMAN**

**Effective Date: 8/31/2025**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 2 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 3 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 4 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 6 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 7 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**Apprentice: JOURNEYMAN LINEMAN**

**Effective Date: 8/30/2026**

| Step | Percent | Apprentice Base Wage | Health | Pension | Annuity | Supplemental Unemployment | Total Rate |
|---|---|---|---|---|---|---|---|
| 1 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 2 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 3 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 4 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 5 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 6 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 7 | 0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

**Apprentice to Journeyworker Ratio: 1:2**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| TELEDATA CABLE SPLICER<br>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104<br>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 2/4/2019 | $30.73 | $4.70 | $0.92 | $2.25 | $0.00 | $38.60 |
| TELEDATA LINEMAN/EQUIPMENT OPERATOR<br>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104<br>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 2/4/2019 | $28.93 | $4.70 | $0.89 | $2.25 | $0.00 | $36.77 |
| TELEDATA WIREMAN/INSTALLER/TECHNICIAN<br>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104<br>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 | 2/4/2019 | $28.93 | $4.70 | $0.89 | $2.25 | $0.00 | $36.77 |

**Additional Apprentice Information**

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.